



## NEXTECH AR SOLUTIONS AR - MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (this “**Agreement**”) is made between **NEXTECH AR SOLUTIONS CORP.** (“**Nextech**” or “**Contractor**”) and Enterprise Florida, Inc. (“**Client**” or “**EFI**”, and together with Nextech the “**Parties**”) as of June 15, 2021 (the “**Effective Date**”)

**Background:** Nextech has developed a virtual experience platform which facilitates the operation of a virtual or hybrid events (the “**Platform**”) and provides professional services related to such Platform. The Client wishes to enter into an agreement with Nextech pursuant to which Nextech will license the Platform to Client and provide related professional services to the Client described in the Order Form below and subject to the terms and conditions described in the Terms of Service attached to this Agreement and EFI’s Standard Terms and Conditions attached to this Agreement that shall control in the event of a conflict with any provision in this Agreement.

## NEXTECH AR SOLUTIONS AR - ORDER FORM

### A. Client Information

Client Name (Full Legal Name):	<b>Enterprise Florida Inc.</b>
Principal Address (For Notice Purposes):	<b>800 N. Magnolia Ave, Suite 1100. Orlando, FL, 32803 United States</b>
Jurisdiction of Incorporation:	<b>Florida</b>
Client Contact (Name & Title):	<b>Michelle Boylan, Director Compliance, Contracts and Grants</b>
Client Contact Phone & Email:	<b>407.956.5636, <a href="mailto:mboylan@enterpriseflorida.com">mboylan@enterpriseflorida.com</a></b>

### B. Nextech Information

Principal Address (For Notice Purposes):	349 Carlaw Ave. Toronto ON M4M 2T1
Jurisdiction of Incorporation:	British Columbia
Nextech Contact (Name & Title):	Andrew Chan – Chief Financial officer
Nextech Contact Email:	Andrew.Chan@Nextechar.com

### C. Service Summary

#### LiveX Virtual Event Platform & Service Licence Total: (USD \$125,000)

- (a) LiveX Virtual Event Platform (\$27,500) - 12 month access
  - (i) Onboarding & Support + Design, Development and Delivery (\$20,000)
  - (ii) Live Broadcast & Technical Support + Post Event Debrief & Analytics (\$25,000)
  - (iii) Custom Features (\$52,500)

**Total Platform Fee: \$125,000**

Platform Access Fee - Services		
Description of Services	Fees for Service	Term
<ul style="list-style-type: none"> <li>• <b>LiveX Event Platform as a Service.</b> <i>Includes access to the platform as a virtual/hybrid event solution including event registration, virtual venue, reporting, onboarding and continuous training, self-serve or managed service support.</i></li> <li>• <b>Ad Network Integration –</b> Impression funded Ad Network program with shared revenue to both parties (optional).</li> </ul>	<ul style="list-style-type: none"> <li>• \$27,500</li> <li>• \$0</li> </ul>	(12 months)
Feature ADD-ON		
Description of Add On Items:	Fees for Service	Notes
<ul style="list-style-type: none"> <li>• 1 Animated custom lobby</li> <li>• 1 additional advertising hall</li> <li>• 2 Promotional webinars for recruiting Florida companies as exhibitors</li> <li>• 2 Webinar Training sessions for exhibitors</li> <li>• <i>Custom Event Chat Transcript Reports</i></li> <li>• <i>AI Video Translation Services for Promotion Video Asset Translations (AI video captioning)</i></li> <li>• <i>Microsite Website Registration Development</i></li> <li>• <i>Microspec Integration</i></li> <li>• <i>Breakout Room(s)</i></li> <li>• <i>Promotion Sizzle Video Reel</i></li> </ul>	<ul style="list-style-type: none"> <li>• \$2,500</li> <li>• \$0</li> <li>• \$5,000</li> <li>• \$5,000</li> <li>• \$2,500</li> <li>• \$10,000</li> <li>• \$10,000</li> <li>• \$5,000</li> <li>• \$0</li> <li>• \$0</li> <li>• \$17,500</li> <li>• \$0</li> <li>• \$0</li> </ul>	<ul style="list-style-type: none"> <li>• \$2,500 - 1 Animated custom lobby requires extra design development beyond the typical custom category page development</li> <li>• \$0 - No additional cost for additional advertising hall as long as it stays within the 8-12 category pages for the event.</li> <li>• \$5,000 - 2 co-hosted event promotion sessions</li> <li>• \$5,000 - 2 co-hosted webinar training sessions</li> <li>• \$2,500 - Custom transcripts of event chat conversations</li> <li>• \$10,000 - Multi-language AI video captioning for pre-event promotional videos</li> <li>• \$10,000 - Microsite Website Registration Development</li> <li>• \$0 - Microspec Integration (optional)</li> </ul>

<ul style="list-style-type: none"> <li>Booths within Expo Hall/Vendor Management System</li> <li>Vanity URL Integration</li> <li>On-Demand Video Content Hosting</li> </ul>		<ul style="list-style-type: none"> <li>\$0 – Self Managed Breakout Room(s) – Zoom or Zoom equivalent</li> <li>\$0 Pre-or-Post Event Sizzle Video Reel (Typically \$3,000)</li> <li>\$17,500 - Booths within Expo Hall/Vendor Management System</li> <li>\$0 - Vanity URL Integration (typically \$3,000)</li> <li>\$0 Yearly on-demand video hosting on platform (Typically \$3,000)</li> </ul>
<b>Support Services</b>		
<b>Description of Services</b>	<b>Fees for Service</b>	<b>Notes</b>
<ul style="list-style-type: none"> <li>Pre-Event Design, Development and Delivery – includes project management, event strategy, design consultation, content management, quality assurance checks, etc.</li> <li>Live Event Broadcast Support</li> <li>Live Event Tech Support</li> <li>Post Event Debrief &amp; Analytics Report</li> </ul>	\$20,000 \$15,000 \$7,500 \$2,500	<ul style="list-style-type: none"> <li>\$20,000 for pre-event design, development and delivery support on a weekly basis leading up to the event.</li> <li>\$15,000 in broadcast support (\$2,500 per day per producer x 3 days x 2 producers required each day)</li> <li>\$7,500 in tech support (\$2,500 per day x 3 days)</li> <li>\$2,500 post event debrief report session and analytics</li> </ul>
<b>Al-la-carte Services</b>		
<b>Description of Services</b>	<b>Fees for Service</b>	<b>Specifications</b>
<ul style="list-style-type: none"> <li>See rate card for on-request services including live event broadcast and tech support</li> </ul>	\$0	<ul style="list-style-type: none"> <li>See rate card for on-request services including live event broadcast and tech support</li> </ul>
<b>Total Fees for all Services:</b>		
<ul style="list-style-type: none"> <li>Invoicing terms outlined below.</li> </ul>	<ul style="list-style-type: none"> <li>25% (\$31,250) due shortly after contract signing</li> <li>50% (\$62,500) due August 15, 2021</li> <li>25% (\$31,250) due 2 weeks prior to event “go-live” date.</li> </ul>	

Enterprise Florida - Virtual Event	
LiveX	Estimate (USD)
Event Platform as a Service [12 months x unlimited attendees]	\$27,500
<b>Subtotal</b>	<b>\$27,500</b>
NexTechAR Studios - Professional Services	Estimate (USD)
<b>[Pre-Event] Design, Development &amp; Delivery*</b>	\$20,000
	<small>Price for 8-12 category pages (Registration Page, Agenda, Speaker Profile Page, Networking Lounge, etc.) This price includes a Dedicated Virtual Event Design Consultant, Project Manager, CS and development team working with you on a weekly basis leading up to your event</small>
<b>Live Event Production Services and Execution</b>	
Live Event Broadcast Support (\$2,500 per day per resource) X # of concurrent tracks	\$15,000
Live Event Technical Support (1-800 number + email support, chat) (\$2,500/day/per resource)	\$7,500
Post Event Debrief & Analytics Report (1 day x \$2,500)	\$2,500
<b>Additional Features</b>	
1 Animated custom lobby	\$2,500
1 Additional advertising hall	\$0
2 Promotion webinars for recruiting Florida companies as exhibitors	\$5,000
2 Webinar Training sessions for exhibitors	\$5,000
Custom Chat Lounge Transcript Reports	\$2,500
AI Video Translation Services for Promotion Video Asset Translations	\$10,000
Microsite Registration Development	\$10,000
Microspec Integration	\$0
Breakout Room(s)	\$0
Promotional Sizzle Video Reel	FREE
Booths within Expo Hall	\$17,500
	<small>*Typically a \$5,000 cost but NexTech will incur this cost if you decide to incorporate Microspec</small>
	<small>*No additional cost as long as this is within the 8-12 custom category pages mentioned above. If additional halls or pages exceeds 12 then they come at a cost of \$2,500 per page</small>
	<small>*NexTech to create a page allowing for Q&amp;A and breakout sessions to occur. Client to run these Zoom or similar type meetings on their own. NexTech can provide breakout room support for an additional fee (if desired)</small>
	<small>*NexTech would be pleased to offer this free as a repeat client</small>
	<small>EFI to use NexTech's booth curator tool allowing them to build as many booths as they'd like for this one fee</small>
<b>Subtotal</b>	<b>\$97,500</b>
<b>GRAND TOTAL (USD)</b>	<b>\$125,000</b>

**D. Rate Card For On Request Services**

[NTD: The Terms and Conditions below state that such On Request Services are being provided on a time and materials basis (at the rates set out in Table D below) and that Nextech has no obligation to provide such services until the both parties confirm in writing that Nextech has agreed to provide such Services and at what cost.]

Table D:

NexTechAR Studios - Professional Services	Estimate (USD)	Description of Service
<b>[Pre-Event] Design, Development &amp; Delivery*</b>		
Onboarding/Training Support	\$2,500	Per 8 hours total. Includes event back end training and onboarding support
*Design, Development Support <i>*Includes project management, event strategy, design consultation, content management, quality assurance, etc.</i>	\$2,500	Per 8 hours total. Includes project management, event strategy, design consultation, content management, quality assurance, etc.
<b>Live Event Production Services and Execution</b>		
Live Event Broadcast Support	\$2,500	Per day, up to 10 hours, per stream. For live or simuLIVE events. Includes: up to 2 hours of rehearsal/tech check per stream, raw video footage and basic video trimming
Live Event Technical Support	\$2,500	Per day, per event, up to 10 hours. Includes: Attendee 1-800 phone, email and live chat support
<b>Additional Features</b>		
Custom Lobby or Page Design	\$2,500	Per custom page. Enables HTML Custom Lobby or Page Design in LiveX
<b>Additional Features - A-La-Carte</b>	<b>Estimate (USD)</b>	<b>Description of Service</b>
<b>AR Experiences* - As needed</b>		
Ex. Humam Hologram (\$3,000 USD x 1)	\$3,000	Green Screen Filmed 1080p video file for Aritize App Experience
Ex. Product Hologram (\$5,000 USD x 1)	\$5,000	3D File (OBJ, FBX) Aritize App Experience that meets requirements. Additional configurations available at additional costs
Ex. 360 Video Portal (\$5,000 USD x 1)	\$5,000	360-degree 1080p video file or picture file Aritize App Experience
Ex. Live Stream human Hologram Video Portal (\$7,500 x 1)	\$7,500	Live Hologram Video Production. Includes Streaming, Recording, Broadcasting, and 1 month of hosting
<b>Custom Lobby/Page Design</b>	\$2,500	Per custom page. Enables HTML Custom Lobby or Page Design in LiveX
<b>3D or Animated Lobby/Additional Features</b>	Custom	Any 3D or enhanced custom page designs must be scoped by NexTech creative team
<b>Exhibitor Booth and Vendor Management System</b>	Custom	Multiple options available
<b>3rd Party or Custom Registration Integration</b>	Custom	Any integrations need to be scoped by NexTech platform technology team
<b>Interactive Floorplan</b>	\$1,000	Custom Interactive booth map
<b>Vanity URL</b>	\$3,000	Custom URL Website Domain integration
<b>ARoom</b>	Coming Soon	Coming Soon
<b>NexTech AR Networking Room</b>	Coming Soon	Coming Soon
<b>Pre or Post Event Sizzle Reel</b>	\$3,000	Pre or Post Event Sizzle Reel created by NexTech creative team to highlight the event
<b>Post Event Debrief Kit</b>	\$3,000	Per event. Includes: Dedicated Delivery Excellence Manager, Wrap Up Report, Standard Reporting & Data Exports
<b>Live Broadcast Interpreter</b>	\$1,700	Per day, up to 8 hours, per stream. Includes: live spoken translation from English to a second language (Spanish, French, Italian, Portugese)
<b>Live Broadcast Captioner</b>	\$1,400	Per day, up to 8 hours, per stream. Includes: live text on screen translation from English to a second language (Spanish, French, Italian, Portugese)
<b>AI Close Captioning English - Live Broadcast</b>	\$80	Per hour, per stream. English captioning only, up to industry standard 80%-90% accuracy. Billing starts at the beginning and end of the session so if the session starts 30 mins early and ends 30 mins late, it's an extra hour of billing.
<b>General Virtual or Hybird Event Consulting (Sponsorship, Technical, Event Strategy, Technical, etc.)</b>	\$300	Per hour
<b>Video Editing</b>	\$175	Per hour
<b>Additional Mainstage Broadcast Support - \$2,500 USD per resource per day</b>	\$2,500	Per day, up to 10 hours, per stream. For live or simuLIVE events. Includes: up to 2 hours of rehearsal/tech check per stream, raw video footage and basic video trimming
<b>Additional Live Event Technical Support - As needed</b>	\$2,500	Attendee 1-800 phone, email and live chat support
<b>Additional Concurrent Event</b>	\$700	Small cost for same day overlapping events. You could run 30 events in June day after day but if you run 2 events on the same day on June 6th there's an additional cost.
<b>Breakout Room Technician (\$1,750 USD/day)</b>	\$1,750	Per day, up to 10 hours, per room. Includes: up to 2 hours of tech check per room, raw meeting recording and basic video trimming
<b>Ad Network Integration (Revenue Stream!)</b>	Optional	To be discussed and explained by Nextech Ad Network Team
<b>Other - General event or technology consulting available upon request</b>	Custom	To be discussed with NexTech platform design, development and delivery team
<b>Other - Specific requiemetms available upon request (ex. Sales Force integration, etc.)</b>	Custom	Any integrations need to be scoped by NexTech platform technology team
<b>Other 3rd party API Integrations - available upon request (ex. Photo Booth, Socail Media Integration, Etc.)</b>	Custom	Any integrations need to be scoped by NexTech platform technology team

**For good and valuable consideration, the parties agree as follows:**

1. **Entire Agreement.** This Agreement, including the Order Form, the Terms of Service, EFI's Standard Terms and Conditions and the other agreements explicitly referenced and incorporated therein, constitute the Parties' entire agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations, order forms, proposals, and agreements, whether oral or written, between the Parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement. Any amendment to this Agreement must be in writing and executed by both Parties.
2. **Independent Legal Advice.** Each Party agrees that it has read and understands this Agreement and the obligations imposed in it, and that it has been provided with a reasonable chance to seek independent legal advice.
3. **Acceptance and Counterparts.** This Agreement is executed as of the Effective Date and may be executed in counterparts (including electronically), each of which will constitute an original and all of which taken together will constitute one and the same instrument.

SIGNED AND DATED with effect as of the effective date by and between:

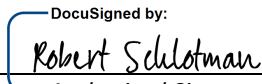
**NEXTECH AR SOLUTIONS CORP.**

By:   
 \_\_\_\_\_  
 Authorized Signature

Name: **Paul Duffy**  
 \_\_\_\_\_

Title: **President**  
 \_\_\_\_\_

**ENTERPRISE FLORIDA, INC.**

DocuSigned by:  
 By:   
 \_\_\_\_\_  
 Authorized Signature

Name: Robert Schlotman  
 \_\_\_\_\_

Title: Chief Operating Officer  
 \_\_\_\_\_

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

### NEXTECH AR SOLUTIONS AR - TERMS OF SERVICE

#### ARTICLE 2 – SERVICES AND DELIVERABLES

2.1 **Scope.** This Agreement will control and govern matters associated with certain Deliverables and Services to be provided by Nextech during the term of, and pursuant to, this Agreement as set out in the Order Form and any subsequent Order Forms. Each fully executed Order Form incorporates in full and is governed by each and every term and condition of this Agreement.

2.2 **Services.** As described in each Order Form, Nextech will perform and provide those services, and deliver to the Client those Deliverables, set out in the Order Form, including at the request of the Client and as confirmed by Nextech, the On Request Services (collectively, the “**Services**”). Client may, from time to time, request in writing that Nextech perform On Request Services. Within five business days of receiving such request, Nextech will confirm in writing whether Nextech will perform such On Request Services. Any such On Request Services will be performed on a time and materials basis at the rates set out in the Order Form. For greater certainty, the specific Deliverables and Services to be provided by, and related compensation to be paid to, Nextech will be detailed in the Order Form. Anything that is not by necessity included in the Services described in a Order Form, does not form part of the Services and the Client bears all responsibility for ensuring that the Services as described in the Order Form fully meet its needs.

2.3 **SaaS Software Deliverables.** For each Deliverable that is SaaS Software (including the Platform and any backend hosting services), Nextech will deliver administrative and user access credentials to the SaaS Software Deliverable and Documentation relating to the normal use and operation of the SaaS Software. All SaaS Software Deliverables will be provided to Client in accordance with the terms of the Nextech Service Level Agreement, which is available at <https://www.nextechar.com/service-level-agreement-0> forms an essential part of this Agreement and is incorporated herein.

2.4 **Software Deliverables.** Without limiting the foregoing:

(a) **Required Hardware and Software.** Client is responsible for providing all hardware, software, equipment or ancillary services necessary to access the SaaS Software and to use any other Deliverables, including without limitation, adequate internet service.

(b) **Acceptable Use.** The Client’s use of the Software Deliverables are at all times subject to Nextech’s Acceptable Use Policy, which is available at <https://www.nextechar.com/acceptable-use-policy-0>, forms an essential part of this Agreement and is incorporated herein. Failure by Client to adhere to any provision of the Acceptable Use Policy will constitute a material breach of this Agreement.

#### ARTICLE 3 – PERFORMANCE

3.1 **Performance.** Nextech will use commercially reasonable efforts to promptly and diligently perform the Services in accordance with the Order Form and any applicable timelines specified therein.

3.2 **Client Items.** Nextech and the Client will work together to determine any Client Items and schedules for the performance therefore. The Client will perform all Client Items on or prior to the applicable target dates and will direct its personnel to promptly and efficiently cooperate with any reasonable requests made by Nextech in connection with these Client Items.

3.3 **Failure of Client Items.** If, the Client has failed or will fail to perform any Client Items on or prior to the applicable the target date, the Client will promptly notify Nextech, and in any event within not more than five Business Days after the Client knows the same, providing details thereof to Nextech so that Nextech can determine the actual or reasonably likely effect of the failure or inaccuracy on Nextech’s performance of the Services and delivery of Deliverables. Any failure of the

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

Client under this Section 3.3 will constitute a valid reason for any subsequent failure to perform by Nextech that is related thereto, and will exempt Nextech from any liability associated with any such resultant failure.

**3.4 Notification of Nextech Delay.** Nextech will notify the Client in writing promptly if it becomes aware or reasonably anticipates that there will be or there is likely a delay in the performance or completion of any work or task required, regardless of whether or not it relates to a Client Item. The notice provided by Nextech will include: the reasons for Nextech's failure or anticipated failure; the potential effect of the failure on the ability of Nextech to perform the Services; any steps that Nextech proposes to take in order to remedy the failure and mitigate the effect of the failure; if applicable, the anticipated length of the delay; and, if applicable, the date by which Nextech will return to on-scheduled performance. Subject to any delay permitted pursuant to Section 3.3, Nextech agrees that it will promptly implement all such steps at no additional cost to the Client.

**3.5 Control, Facilities, Tools.** Nextech will have complete control over its performance of the Services and will direct and supervise and do the Services to ensure conformance with this Agreement. Nextech will be solely responsible for all methods, techniques and procedures required to furnish all Deliverables, and the Services, except for those parts that are expressly stated as Client Items that are the responsibility of the Client.

### **3.6 Standards.**

(a) **Quality.** Nextech will perform Nextech's obligations under this Agreement with promptness and diligence, in a good and proficient manner, in accordance with applicable industry standards and practices, and with no less than the standard of professional skill, care and diligence customarily applied by contractors providing or performing similar work and providing similar services for similar projects in North America, but in any event at all times in accordance with this Agreement.

(b) **Applicable Laws.** Nextech will at all times comply with all Applicable Laws in connection with the performance of the Services. Nextech will obtain and at all relevant times maintain all work permits and other licenses, certificates, authorizations and approvals required under applicable law as are necessary for Nextech to perform lawfully all obligations under this Agreement.

**3.7 Subcontracting.** Nextech may subcontract this Agreement, the Services or any portion of it or them to any third party without the prior written consent of the Client, provided that, with respect to each subcontractor (a) Nextech will ensure that any subcontracted Services are provided in compliance with this Agreement by individuals qualified and competent to provide them (b) any breach, act or omission by any of Nextech's subcontractors in connection with this Agreement will be deemed a breach, act or omission by Nextech, and Nextech will be fully responsible therefor. All Nextech subcontractors are vetted, trained, qualified, and approved to have the same standards as if they were Nextech employees. The intent of this clause is to let clients know that from time-to-time we do subcontract extra support when needed. For example, we have 12 broadcast producers as Nextech employee's, but some days extra broadcast producers may be required if we don't have the capacity. All subcontractors have been vetted, trained, qualified, and approved to partner with Nextech.

**3.8 Knowledge Transfer.** Without limiting the generality of any other provision of this Agreement, and unless and to the extent that an Order Form expressly states otherwise, Nextech will provide a transfer (through documents, informal training or both, as reasonable and appropriate) of knowledge regarding the Services and Deliverables to the Client's personnel as reasonably necessary for such personnel to understand and obtain the benefit of the Services and to understand and use the Deliverables as contemplated by this Agreement. For greater certainty, these obligations do not include formal training sessions, which will (if at all applicable) be specifically set out in an Order Form.

**3.9 Malware.** Nextech will use industry-standard, diligent and reasonable efforts (without limiting any efforts that may be expressed in any Order Form) to prevent a Deliverable from containing, and will not intentionally include in any Deliverable, any Malware, each as defined below. Upon notice by the Client that a Deliverable or other item of Work Product as delivered to the Client contains Harmful Code or a Lock (a) to the extent the Deliverable consists of Nextech's or its subcontractors' original work, Nextech will promptly, at its own cost or expense, repair or replace the Deliverable or item of Work Product so that it does not contain the Malware; and (b) to the extent the Deliverable consists of third party materials



## Nextech AR Solutions - MASTER SERVICE AGREEMENT

(including open source software), Nextech will work with the Client to remove or repair the Deliverable to mitigate against the Malware.

### ARTICLE 4 - FEES

4.1 **Fees.** In consideration of Nextech performing the Services, delivering the Deliverables, and carrying the same through Acceptance, if applicable, all in accordance with this Agreement, the Client will pay to Nextech the amounts set out in the relevant Order Form.

4.2 **Invoices.** Unless an Order Form provides otherwise, Nextech will invoice, as stated above, for all fees and expenses then due and payable under each Order Form, Net 30 days.

4.3 **Disputed Charges.** Notwithstanding any other provision of this Agreement, if the Client disputes any fees or expenses included in an invoice then the Client will pay the undisputed fees or expenses specified in the invoice and Nextech and the Client will cooperate with each other in an attempt to resolve the dispute.

4.4 **Taxes.** The Client will be responsible for paying any applicable goods, services, or value added taxes on any Services and Deliverables it receives under this Agreement, which will be invoiced by Nextech hereunder. The Client may not, except to the extent required by Applicable Law, withhold any amounts on payments to be made hereunder. If the Client believes it has any obligation to withhold any amount under Applicable Law, it will notify Nextech thereof and will cooperate in good faith with Nextech in its efforts, to the extent permitted by applicable law, to recover any such amounts from the applicable authorities.

4.5 **Currency.** Unless otherwise stated in an Order Form, Nextech will invoice the Client in American dollars.

4.6 **Entire Compensation.** This Article 4 expresses the entire compensation of Nextech for its performance hereunder, including the Services and the delivery of the Software. Nextech will be fully responsible for all cost overruns and unanticipated expenses or costs relating to Services, and the Client will not be obligated to pay any fees or expenses in excess of the amounts specified in an Order Form. Unless an Order Form states otherwise that some portion of the Order Form is paid on a time and material basis, all fees are fixed regardless of the effort expended by Nextech in compliance with this Agreement. Where an Order Form states that the fees are paid on a time and material basis, then (a) Nextech will ensure that all anticipated rates are set out in the applicable Order Form and are inclusive all overages, extra charges and other amounts, (b) Nextech will ensure that all anticipated materials are set out in the applicable Order Form and provide a non-binding but reasonable-efforts-basis budget therefor, and (c) where the Order Form provides a "not-to-exceed" amount, regardless of the effort spent, Nextech will not be entitled to payment over and above such amount without the express written consent of the Client.

### ARTICLE 5 - ACCEPTANCE TESTS

5.1 **Acceptance Tests.** As part of the Services, the Parties will prepare and conduct Acceptance tests and reviews described in this Agreement to confirm that the Deliverables (and the Services through which they are or were delivered) are operational, reliable, and meet or exceed the Specifications, and to repair and resolve any Defects. Without limiting the foregoing the Parties will, via these Acceptance tests:

- (a) demonstrate the suitability and workability of the Deliverable;
- (b) where applicable, verify correct integration, interconnectivity and interoperability of all components of the Deliverable, including that it is integrated, interconnected and interoperable with any other related hardware, software and processes of the Client in accordance with the Client Items; and

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

(c) verify the functionality of the Deliverable against the Specifications, including any (i) capacity and performance requirements, (ii) import, export and backup operations, (iii) data translation and interoperation functions.

5.2 **Development and Approval of Acceptance Test Plans.** Nextech will prepare and deliver to the Client Acceptance test and review plans (collectively, "**Acceptance Test Plans**") for each of the Deliverables, and the following provisions apply:

(a) **Plan Content.** Nextech will include in the Acceptance Test Plans the testing objectives, requirements, environment, schedule, methodologies, test data generation and analysis tools, protocols, procedures, and Acceptance Criteria, and will (i) base the Acceptance Test Plans on industry practices, and (ii) include distinct subtests for individual Deliverables where appropriate.

(b) **Deadline.** Nextech will deliver each Acceptance Test Plan reasonably in advance of the commencement of the relevant test.

5.3 **Timing.** Nextech will submit relevant Deliverables to the Client for Acceptance in accordance with a timetable, either set forth in the applicable Order Form or otherwise agreed in writing by the Parties acting reasonably (or, failing such agreement, such reasonable period determined by Nextech as necessary to meet any timetable set out in the Order Form with a reasonable period of time for the Client personnel and Order Form Team Members who are conducting the Acceptance Test Plans a reasonable period to do so). The Parties will cooperate in Acceptance testing and review.

5.4 **Conduct of Acceptance Test Plan.** Unless an Order Form provides otherwise, the Client will conduct Acceptance Test Plans and will promptly deliver all results to Nextech, and the following provisions will apply

(a) **Testing.** When a Deliverable is submitted for Acceptance testing, the Client will test or review (as applicable) the Deliverable in accordance with that Acceptance Test Plan within the time period set out in the Order Form or such Acceptance Test Plan, and failing any such time period being set out, ten Business Days (in each case, the "**Testing Period**").

(b) **Steps.**

(i) **Conformance.** If a Deliverable conforms to the Acceptance Criteria, then the Client will give a written acceptance notice for the Deliverable to Nextech.

(ii) **Non-conformance.** If a Deliverable does not conform to the Acceptance Criteria, then (A) the Client will give to Nextech a written notice describing with reasonable specificity the nature of the nonconformity and (B) Nextech will revise the Deliverable at its own expense (unless otherwise provided in the Order Form) so that it conforms to the Acceptance Criteria and then resubmit the Deliverable for further Acceptance testing or review (as applicable) under this provision.

(iii) **Deeming Provision.** The Client will be deemed to have delivered a notice of acceptance unless it delivers a notice of non-conformance within the applicable Testing Period.

(iv) **Iteration.** This process will be repeated, where applicable, for each Deliverable until the Deliverable passes the relevant Acceptance Test Plan, unless the Parties follow one of the courses of action in Section 5.4(b)(v) below.

(v) **Consequences of Failure.** If a Deliverable fails to pass Acceptance more than three times, then the Parties may take one or more of the following actions by way of mutual written consent: (A) extend the time for the Acceptance Test Plans; or (B) negotiate a revision of the Acceptance Criteria for the Deliverable and the fees payable for the Deliverable.

**Nextech AR Solutions - MASTER SERVICE AGREEMENT****ARTICLE 6 - LICENSE AND OWNERSHIP**

6.1 **License to Deliverables.** Nextech hereby grants to Client a limited non-exclusive non-sublicensable and non-transferrable license, for the Term of this Agreement, to use the Deliverables, throughout the Client's enterprise in accordance with the terms of this Agreement, including without limitation the Acceptable Use Policy.

6.2 **Title to Deliverables.** Nextech and its third-party licensors retain all rights, including Intellectual Property Rights, to the Deliverables. Client will not acquire any rights, including without limitation Intellectual Property Rights and registrations, in the Deliverables. All rights not expressly granted to Client hereunder are expressly reserved. The Deliverables are licensed and not sold. Client acknowledges and agrees that, by operating the Deliverables, benchmark results and usage data may be collected by Nextech.

6.3 **Title to Client Materials.** Title to any documents, equipment, materials, data, Client Items or Intellectual Property Rights supplied by or on behalf of the Client to or for the benefit of Nextech in relation to any Order Form (collectively, the "Client Materials") will remain with the Client at all times throughout the term of this Agreement. At no time will title to the Client Materials pass to Nextech.

(a) **License to Use.** Client hereby grants Nextech a non-exclusive, royalty-free, worldwide license during the Term to use the Client Materials to perform under this Agreement and expressly not for any collateral purpose.

(b) **Clarification.** For greater certainty, where the Client Materials include materials licensed to the Client by a third party, Nextech's access to or use thereof may be conditional upon Nextech's execution of a prescribed form of written agreement.

(c) **Return.** Nextech will return to the Client each of the Client Materials in Nextech's possession or control: (i) at any time upon request by the Client (on the Client's understanding that, if the Client Material is an Client Dependency, Nextech may thereby be prevented from performing hereunder); (ii) after Nextech's completion of the work for which the Client Material was provided or on behalf of the Client to or for the benefit of Nextech; and (iii) upon expiration or termination of the relevant Order Form or this Agreement.

6.4 **Feedback.** Without limiting Section 6.3, Client agrees that any of Client's comments, suggestions, ideas, impressions, and improvements relating to the Deliverables provided by or on behalf of Client (collectively, "Feedback") may be used freely by Nextech, including in future versions, maintenance or support, updates to the Deliverables, or otherwise through commercial or non-commercial exploitation, without any compensation or notice to Client.

6.5 **Delivery.** Unless stated otherwise in an Order Form, where physical delivery is required, the Client will be responsible for all shipping and delivery costs of the Deliverables, and Nextech will select an appropriate method of delivery as may be required by this Agreement, including to meet any project timetables. Where electronic delivery is required, Nextech will use the method for electronic delivery determined in or through the Order Form or, failing that, a commercially reasonable method selected by the Client.

6.6 **Third Party or Open Source IP.** The Client acknowledges and agrees that Nextech's project methodology includes the use of third party and open source Intellectual Property Rights, and that Nextech may include the same in a Deliverable without the Client's express prior written consent by concurrently delivering the applicable license agreement therefor and by complying at all times with such license. For greater certainty, this provision applies to "open source" or "free" software or materials, whether or not the license thereto is copyleft, provided that where any Software Deliverable is commercial off-the-shelf software, it shall be sufficient if the Documentation made available to the Client by Nextech contains a reference to the open source or free software used therein.

6.7 **Outsourcing.** Notwithstanding anything else in this Agreement, if the Client enters into a contract with a third party (or third parties) in which a third party manages all or a portion of the Client's information technology resources (in this Section 6.7, an "Outsourcer"), the Client may sublicense the Client's rights to use any licensed Deliverables and applicable Software through all or a portion of the Client's license to such Outsourcer, provided that:

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

- (a) the Outsourcer only uses the Deliverables and applicable software for the Client's internal operations and not for the benefit of itself or another third party;
- (b) the Outsourcer agrees to comply with the terms and conditions of this Agreement; and
- (c) the Client provides Nextech with written notice that an Outsourcer will be using the Deliverables and applicable Software on the Client's behalf.

### ARTICLE 7 - CONFIDENTIALITY, SECURITY AND PERSONAL INFORMATION

7.1 **Confidentiality.** In connection with this Agreement, each Party (in this Article, the "**Disclosing Party**") has furnished or may furnish or has made or will make available to the other Party (in this Article, the "**Receiving Party**") Confidential Information. At all times during and after the term of this Agreement, the Receiving Party will protect the Confidential Information using the same degree of care as it would use to protect its own similarly confidential information, but in any event never less than a reasonable degree of care, and will take all reasonable steps to safeguard the Disclosing Party's Confidential Information from unauthorized disclosure as set out in this Agreement. This Section shall be subject to the provisions of Florida's public records laws, chapter 119, Florida Statutes and the provisions of EFI's Standard Terms and Conditions dealing with public records, both of which shall control in the event of a conflict.

7.2 **Obligations.** The Receiving Party will not use or disclose the Confidential Information of the Disclosing Party except as strictly necessary in the performance of its obligations under this Agreement or in enforcing or defending its rights or obligations under this Agreement (collectively, in this Article, the "**Purpose**") or as expressly permitted by this Article. Without limiting the generality of the foregoing, the Receiving Party will not directly or indirectly do any of the following:

- (a) use any of the Disclosing Party's Confidential Information for any purpose other than the Purpose;
- (b) copy or reproduce any of the Disclosing Party's Confidential Information, except as strictly necessary to carry out the Purpose;
- (c) disassemble or decompile any technology, software or hardware included in the Disclosing Party's Confidential Information, or otherwise attempt to reverse engineer the design, function or, if applicable, source code of any such Confidential Information, except (i) as strictly necessary in carrying out the Purpose, and (ii) if this prohibition is limited or restricted in any way by any applicable law, it will only apply to the maximum extent permitted by such law; or
- (d) disclose any of the Disclosing Party's Confidential Information except in the following
  - (i) limited disclosure strictly to those of the Receiving Party's directors, officers, consultants, legal representatives, accountants, advisors and personnel and permitted subcontractors (i) to whom disclosure is necessary to carry out the Purpose, and (ii) from whom the Receiving Party is owed legally-binding obligations of confidentiality at least as strict as those set out in this Agreement (collectively, in this Article, the "**Further Recipients**"), provided that, at all times, the Receiving Party will be responsible to the Disclosing Party for the acts and omissions of the Further Recipients as if such acts and omissions were its own, or
  - (ii) disclosure limited strictly to the extent the Receiving Party or any of its Further Recipients is required (including, without restriction, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process) by any law to disclose any of the Disclosing Party's Confidential Information, provided that it (unless prohibited by such applicable law) gives the Disclosing Party advance written notice as soon as practicable in the circumstances so that the Disclosing Party may contest the disclosure or seek an appropriate protective order, and further provided that it cooperates reasonably and in good faith with the Disclosing Party in its efforts to prevent, restrict or contest such required disclosure.

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

(e) This Section shall be subject to the provisions of Florida's public records laws, chapter 119, Florida Statutes and the provisions of EFI's Standard Terms and Conditions dealing with public records, both of which shall control in the event of a conflict.

7.3 **Return or Destruction.** Return or Destruction of Confidential Information shall be governed solely by the provisions of Florida's public records laws, chapter 119, Florida Statutes and the provisions of EFI's Standard Terms and Conditions dealing with public records, both of which shall control in the event of a conflict.

7.4 **Ownership.** Except as set out in this Agreement, no Party grants to the other any right, title or interest in or to its Confidential Information.

7.5 **Exceptions.** The obligations of confidentiality set out in this Article will not apply in respect of uses or disclosures of information where:

- (a) the Disclosing Party consents in writing; or
- (b) the Receiving Party can establish with documentary evidence that, other than as a result of a breach of this Agreement, the information:
  - (i) is available in the public domain;
  - (ii) was disclosed to it by a third party without violating confidentiality obligations; or
  - (iii) was already independently known by it or was subsequently and independently developed by it;

in each case without any direct or indirect use or access to such Confidential Information whatsoever.

(c) When the obligations conflict with Florida's public records laws, chapter 119, Florida Statutes or the provisions of EFI's Standard Terms and Conditions dealing with public records, both of which shall control in the event of a conflict with the provisions herein.

7.6 **Information Security Management.** In addition to any particular requirements set out in any Order Form, Receiving Party will implement and maintain an information security management program with standards that are no less rigorous than accepted industry practices, and will comply with all Applicable Laws to protect Disclosing Party's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. At a minimum, such program will implement physical, technical, and administrative information safeguards that provide for (a) the protection of business facilities, paper files, servers, computing equipment, cryptographic keys and audit logs, including all mobile devices and other equipment with information storage capability, and backup systems; (b) network, application (including databases), and platform security including policy-based security hardening; (c) business systems designed and configured to optimize security; (d) secure, encrypted transmission and secure, encrypted storage where appropriate; (e) authentication and access control mechanisms; (f) security event monitoring using auditable logs (g) personnel security, including use of unique, robust passwords and periodic training on how to comply with the information security management program; (h) implementing software and hardware security patches within a reasonable time after release based on the severity of the security issue; and (i) selecting and using data centers that satisfy industry-standard security requirements. Receiving Party will regularly test and monitor the effectiveness of its security practices and procedures, and will evaluate and adjust its information security program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other circumstances that Receiving Party knows or reasonably should know may have a material effect on its information security program. If Receiving Party experiences an actual or suspected security breach in relation to Disclosing Party's Confidential Information, Receiving Party will notify Disclosing party of the same as soon as practicable after it becomes aware of it.

7.7 **Personal Information.** Without limiting any of the foregoing, each Receiving Party will use all reasonable efforts to (a) guard against unauthorized access to, use and disclosure of all Personal Information received by it as part of the

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

Confidential Information; and (b) fully comply with all Applicable Laws applicable to the Disclosing Party's Confidential Information or to its Personal Information.

7.8 **Press Release.** No Party may issue a public announcement, issue a press release, conduct media interviews, or conduct other publicity activities announcing the existence of the business relationship between the Parties and the general nature of the Services being provided by Nextech to the Client, unless the other Party specifically consents in writing prior to the public announcement.

### ARTICLE 8 – REPRESENTATIONS, WARRANTIES AND LIABILITY

8.1 **Corporate Authorization and Status.** Each Party represents and warrants as follows:

- (a) it has full power and authority to enter into and perform its obligations under this Agreement;
- (b) the individual or individuals signing this Agreement on behalf of the Party has or have been properly authorized and empowered to enter into this Agreement;
- (c) it is in good standing in its jurisdiction of incorporation and that all of its constating and organizational documents are complete, fully executed and in order; and
- (d) such Party's execution and performance of this Agreement will not conflict with, or result in the breach of, any express or implied obligation or duty (contractual or otherwise) that such Party now or in the future owes to any other person.

8.2 **Nextech.** Nextech represents, warrants and covenants as follows:

- (a) **Intellectual Property Rights.**
  - (i) Nextech is the sole owner or has a valid license to all Intellectual Property Rights in and to the Deliverables necessary to deliver them in accordance with the provisions of this Agreement.
  - (ii) The Deliverables will be delivered with the Intellectual Property Rights necessary to permit the Client to take possession thereof in accordance with Article 6.
- (b) **Services.** The Services will be performed by persons who have the qualifications, knowledge, skill and ability to perform these services.
- (c) **Deliverables.**
  - (i) All Software contained in any Deliverables will be free and clear of all Claims, liens, charges and encumbrances.
  - (ii) Each Deliverable, as Delivered, will conform to, and when used in accordance with its Documentation will function, operate, perform and generate results in accordance with, the Acceptance Criteria for the Deliverable throughout the Term.
  - (iii) For greater certainty, the warranty set out in Section 8.2(c)(ii) does not apply to Defects in a Deliverable to the extent they are caused by: (i) use of any Deliverable in breach of this Agreement; or (ii) modification of the Deliverable by a person other than Nextech or someone for whom Nextech is responsible hereunder.

8.3 **Disclaimers.** The representations and warranties expressly set forth in this Agreement are in lieu of all other conditions, representations and warranties (express, implied or statutory), including representations and warranties of

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

merchantable quality or fitness for a particular purpose. To the extent that any Deliverable (including the hosted elements thereof) depends on the public internet, (a) any representation made regarding access, performance, speeds, reliability, availability, use or consistency of thereof is on a “commercially reasonable efforts” basis when it relates to the public internet; and (b) without limiting any obligations relating to security hereunder, data, messages, information or materials sent over the public internet may be intercepted by third parties.

### 8.4 Indemnity.

(a) **Nextech Indemnities.** Nextech will defend, indemnify and hold harmless the Client, its subsidiaries and Affiliates, and their respective directors, officers, employees, personnel, representatives and agents (collectively, the “**Client Indemnitees**”) from and against any and all of the following Claims:

(i) Claims arising from such matters as may be identified for specific Nextech indemnity under any Order Form;

(ii) Claims that any Deliverables or Services provided by or on behalf of Nextech hereunder directly or indirectly infringe any third party Intellectual Property Rights enforceable in the United States or Canada, except to the extent the Claim arises from: (A) the Client’s use of an altered version of the Deliverable, unless the alteration was carried out by or on behalf of Nextech, (B) the Client’s use of a non-current version of any Software incorporated by or on behalf of Nextech in any Deliverable, provided Nextech has made a current version available to the Client that materially complies with the Specifications, or (C) the use of the combination of the Client’s equipment or other hardware or software not provided by or on behalf of Nextech with the Deliverable or approved in writing by Nextech (which approval will be deemed if such other hardware or software is expressly contemplated in this Agreement); and

(iii) Claims directly or indirectly arising from, connected with or relating to any fraud, breach of Applicable Law, gross negligence or wilful misconduct by Nextech in connection with its performance hereunder;

Notwithstanding the foregoing, and without limiting the generality of any other provision herein benefiting Nextech, a Claim is not indemnifiable under this Section 8.4(a) to the extent Nextech is prejudiced by (i) the Client’s failure to promptly notify Nextech of any indemnified Claim, or (ii) the Client’s breach of Section 8.4(c).

(b) **Client Indemnities.** The Client will defend, indemnify and hold harmless Nextech, its subsidiaries and Affiliates, their respective directors, officers, employees, personnel, representatives and agents (collectively, the “**Nextech Indemnitees**”) from and against any and all of the following Claims:

(i) Claims arising from such matters as may be identified for specific Client indemnity under any Order Form;

(ii) Claims that any Client Materials directly or indirectly infringe any third party Intellectual Property Rights enforceable in the United States or Canada, except to the extent the Claim arises from: (A) Nextech’s use of an altered version of the Client Materials, unless the alteration was carried out by or on behalf of the Client or its personnel, or (B) use of a non-current version of any Software incorporated by or on behalf of the Client in any Client Materials, provided the Client has made a current version available to Nextech; and

(iii) Claims directly or indirectly arising from, connected with or relating to Client’s breach of this Agreement, its breach of Applicable Law, or its fraud, gross negligence, or willful misconduct in connection with its performance hereunder;

Notwithstanding the foregoing, and without limiting the generality of any other provision herein benefiting the Client, a Claim is not indemnifiable under this Section 8.4(b) to the extent the Client is prejudiced by (i) Nextech’s failure to promptly notify the Client of any indemnified Claim, or (ii) Nextech’s breach of Section 8.4(c).

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

(c) **Procedure.** In each of Section 8.4(a) and Section 8.4(b), the Client Indemnitees or Nextech Indemnitees, as the case may be, will give the applicable indemnifying party control over the defense of and settlement negotiations with third parties relating to all Claims, provided that:

(i) the Client or Nextech, as the case may be, retains the right to participate in the defense of and settlement negotiations relating to all Claims with counsel of their own selection at their sole cost and expense; and

(ii) the applicable indemnifying party will not settle any Claims without the prior written consent of the Client or Nextech, as the case may be, which consent will not be unreasonably withheld, conditioned or delayed (except that the Client or Nextech, as the case may be, may in their discretion withhold their consent if a proposed settlement requires that any of the Client Indemnitees or Nextech Indemnitees, as the case may be, be parties to the settlement or imposes any restriction, obligation or liability on any of the Client Indemnitees or Nextech Indemnitees, as the case may be).

(d) **Infringement Procedure.** If an indemnified Claim pursuant to Section 8.4(a)(i) is likely or imminent, or such a Claim has occurred, then Nextech may, at its expense, promptly do one or more of the following to the extent commercially practicable:

(i) procure for the Client from the third party making the Claim the right to continue using the Software including the allegedly infringing Deliverable, part or component thereof;

(ii) reconfigure the Software, or re-work or re-deliver the allegedly infringing component, part or Deliverable, to make it non-infringing; or

(iii) substitute other goods, services or software of similar capability that would otherwise comply with this Agreement but that do not infringe such third party Intellectual Property Rights, and

(e) **Indemnities Survive.** The rights of the Client and Nextech to seek indemnification on behalf of the Client Indemnitees and Nextech Indemnitees under the indemnities set out in Section 8.4(a) and Section 8.4(b), respectively, will survive at all times during and after the term of this Agreement.

**8.5 Limitations and Exclusions of Liability.** Except for a breach of Article 7 or a Claim that is subject to an indemnity provided in Section 8.4, in no event will:

(a) either Party be liable for any Claims made by the other Party for any special, indirect, incidental, punitive or consequential damages of whatsoever kind and howsoever arising, including loss of business opportunities, profits or revenues, whether or not the possibility of such damages or loss of opportunities, profits or revenues has been disclosed to the other Party in advance or could have been reasonably foreseen by such Party, and whether or not any limited remedy specified in this Agreement is deemed to have failed of its essential purpose;

(b) Nextech's aggregate liability for direct damages under any particular Order Form exceed the total amount of fees actually paid by the Client to Nextech under the particular Order Form during the prior six (6) month period immediately preceding the date upon which the Claim arose.

(c) Client's aggregate liability for direct damages under any particular Order Form exceed the total amount of fees actually paid by the Client to Nextech under the particular Order Form during the prior six (6) month period immediately preceding the date upon which the Claim arose.



## Nextech AR Solutions - MASTER SERVICE AGREEMENT

### ARTICLE 9 – TERM, DEFAULT AND TERMINATION

9.1 **Term.** This Agreement will be effective as of the Effective Date and will continue for the Term indicated on the Order Form, or if none is stated, until there remains no further outstanding Services to be performed pursuant to any existing Order Form. For greater certainty, the completion, expiration, or termination of any or all work hereunder will not, by itself, terminate this Agreement.

9.2 **Termination.** Each Order Form under this Agreement may be terminated as follows:

(a) **Convenience.** Unless an Order Form expressly states that it may not be so terminated, by Nextech for its sole convenience upon delivery of sixty (60) calendar days prior written notice of termination to the Client;

(b) **Default.** By either Party upon written notice if the other Party (or a person for which such other Party is responsible) is in default of or breaches any provision of the particular Order Form or this Agreement and such breach or default (i) is incapable of cure within a fifteen (15) calendar day period from the day that the terminating Party delivers notice to the breaching Party specifying the particulars of such breach, or (ii) continues for such fifteen (15) calendar day period without cure by the other Party, and in each case “cure” means the full rectification, which shall be determined in the reasonable discretion of the affected Party, of such breach or default in compliance;

(c) **Non-Payment.** By Nextech upon written notice if the Client does not pay any invoices when due and payable and fails to cure such breach within seven (7) calendar days’ from the day that Nextech delivers notice of such breach to the Client, subject to Section 4.3; and

(d) **Insolvency or Cessation.** By either Party upon written notice if the other Party (i) is bankrupt, insolvent, or unable to discharge its liabilities as they become due; (ii) commences, maintains or is subject to any proceedings for the benefit of insolvent debtors or for protection from its creditors or relating to its liquidation, dissolution or winding-up or insolvency or the appointment of a receiver, receiver-manager or similar officer or custodian for such Party or all or any material part of its assets or business; (iii) makes an assignment for the benefit of all or substantially all of its creditors; (iv) suspends or ceases, or threatens to suspend or cease, to carry on its business in the normal course; or (v) is subject to any liquidation, winding-up or dissolution.

9.3 **Obligations upon Expiration or Termination.** The Parties will remain responsible and liable for all of their respective obligations and liabilities accrued before the expiration or termination of any Order Form or this Agreement. Upon the expiration or termination of any Order Form or this Agreement for any reason whatsoever, and without limiting any remedies available to the Parties:

(a) the Client will pay to Nextech all fees for services properly performed and Deliverables delivered to and Accepted by the Client prior to the effective date of termination, provided that, with respect to any fees that are “fixed price”, the amount payable to Nextech will be a portion of the total amount payable, as determined by the Parties acting reasonably having regard to the services performed and Deliverables completed and accepted by the Client; and

(b) Nextech will deliver to the Client all originals and copies, in whatever form or medium, of all completed Deliverables then existing and all work-in-progress regarding those Deliverables for which the Client has paid the relevant payments hereunder.

9.4 **Survival.** Notwithstanding any other provision of this Agreement, those provisions of this Agreement that by their nature ought to survive any expiration or termination of this Agreement, and all other provisions necessary to their interpretation or enforcement, will so survive and will remain in full force and effect and be binding upon the Parties as applicable, including without limitation Section 3.7, Section 4.4, Section 4.6, Article 6, Article 7, Section 8.2(c), Section 8.3, Section 8.4, Section 8.5, Article 9, Article 10 and Article 11.

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

### ARTICLE 10 – DISPUTE RESOLUTION

10.1 **Dispute Resolution.** Each Party agrees to work co-operatively with the other Party at all times in good faith and to take all reasonable steps to avoid delays in order to ensure each Order Form is performed in a timely manner. Each Party will advise and encourage its personnel, employees agents and permitted subcontractors to attempt to resolve any Disputes at the first level and at the first opportunity and to develop work-around plans to avoid delays.

10.2 .

### ARTICLE 11 - INTERPRETATION

11.1 **Schedules.** The following Schedules form part of this Agreement:

Schedule A – Definitions

11.2 **Interpretation.** In this Agreement, unless expressly indicated otherwise:

(a) a reference to “this Agreement” or “herein”, “hereof”, “hereunder” and other similar terms refers to this Agreement (including the Schedules thereto) as a whole, and not just to the particular provision in which those words appear,

(b) headings are for convenience of reference only, do not constitute substantive matter and do not define, limit or enlarge the scope or meaning of this Agreement or any of its provisions,

(c) words importing: (i) persons include individuals, partnerships, associations, trusts, unincorporated organizations, societies, and corporations; (ii) the singular number also include the plural and *vice versa*; and (iii) a gender include all genders,

(d) references to days, weeks, months, quarters or years means calendar days, weeks, months, quarters or years, respectively,

(e) references to currency or amounts payable are references to the lawful money of Canada,

(f) “**person**” includes an individual, corporation, partnership, government, joint venture, association, trust, unincorporated organization, society and any other legal entity,

(g) A Party’s “**discretion**”, “**option**”, or any variation thereof or similar language means such Party’s sole, absolute and unfettered discretion or option,

(h) the word “**or**” is not exclusive, whether or not used with the phrase “and/or”,

(i) “**law**” includes common law, equity, statutes, ordinances, by-laws, regulations and mandatory guidelines enforceable by a governmental or regulatory authority, and reference to a specific law includes all regulations and mandatory guidelines made under the law and all amendments thereto, or replacements thereof, in force from time to time;

(j) the word “**including**”, or similar language, is not limiting, whether or not phrases such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto, and

(k) “**Section**” means a section, subsection, paragraph or sub-paragraph of this Agreement and “**Article**” means a captioned part or article of this Agreement, unless the reference thereto appears in an Order Form or other Schedule, in which case it means an article, section, subsection, paragraph or subsection of such Order Form or other Schedule.

**Nextech AR Solutions - MASTER SERVICE AGREEMENT**

**11.3 Joint Drafting.** The Parties have jointly contributed to the drafting of this Agreement and other documents executed and delivered by the Parties under this Agreement. Accordingly, it is the intention of the Parties that the principle of *contra proferentum* will not apply to the interpretation of this Agreement or other documents executed and delivered by the Parties under this Agreement and neither this Agreement nor any such other documents will be interpreted in favour or against either Party on the basis that the Party drafted particular provisions of this Agreement or such other document.

**11.4 English Language.** The Parties have expressly requested and required that this Agreement and all related documents be drawn up in the English language, and any translations of this Agreement or related documents are for convenience only and are not binding on the Parties.

**ARTICLE 12 - MISCELLANEOUS**

**12.1 Non-Solicit.** Client will not, without prior written consent from Nextech, directly or indirectly (whether individually, jointly or in conjunction with any person) in any manner (including any individual, firm, association, syndicate, company, corporation, or other business enterprise, as principal agent, shareholder, officer, independent contractor, or in any other manner whatsoever), during the term of this Agreement and for a period of twelve (12) months thereafter seek in any way to persuade or entice any person to terminate an employment, advisory or consulting position with Nextech, or hire or retain the services of any such person, provided that nothing in this provision shall prevent Client from directly or indirectly hiring or retaining any person pursuant to general, public job advertisements that are not targeted to Nextech's personnel

**12.2 Force Majeure.** Neither Party will be responsible or liable for any delay or failure to perform due to a Force Majeure Event, provided that the Party so affected (a) notifies the other Party as soon as practicable in the circumstances of the nature and anticipated duration of the Force Majeure Event as well as the steps it intends to take to overcome the Force Majeure Event; and (b) takes all reasonable steps to prevent and minimize the delay or failure to perform. Notwithstanding the foregoing, a lack of credit or financing will not qualify as an event of Force Majeure for the Client, nor will this Section 12.2 operate to permit non-payment by the Client in respect of any work that Nextech has performed prior to Nextech receiving notice from, or giving notice to, the Client in respect of a Force Majeure Event.

**12.3 Assignment.** Neither Party will assign this Agreement to another party without the prior written consent of the other Party, which consent may be unreasonably withheld, conditioned or delayed in such other Party's sole discretion. Notwithstanding the foregoing, Nextech may assign this Agreement to an Affiliate or to an acquirer or all or substantially all of its assets or undertakings without such consent of the Client.

**12.4 No Agency or Partnership.** The Parties are non-exclusive, independent contracting parties, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between the Parties. At all times Nextech will conduct Nextech's business and affairs in a manner consistent with maintaining its independent contractor status. Nothing in this Agreement or done under this Agreement in any way limits, prohibits or restricts either Party from engaging in discussions or entering into agreements with any other person at any time regarding similar services, deliverables and other work product as those performed, delivered or provided under this Agreement, subject always to Article 7.

**12.5 Severability.** If any of the provisions or part thereof contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions or parts thereof contained herein will not be in any way affected or impaired thereby.

**12.6 Amendment and Waiver.** This Agreement may not be amended except by a written instrument having direct reference to this Agreement, and in either case must be signed by both Parties. No indulgence or forbearance by either Party will constitute a waiver unless the waiver is expressed in writing and signed by the Party granting the waiver, in which case the waiver will be effective only in the specific instance and for the specific purpose for which it is given.

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

12.7 **Further Assurances.** Each of the Parties agree to execute and deliver at the request of the other Party all such further documents, deeds and instruments, and will do and perform all such further acts as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

12.8 **Remedies Cumulative.** The remedies of the Parties set out in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, this Agreement, any other agreement between the Parties or otherwise.

12.9 **Enurement.** This Agreement will enure to the benefit of and be binding on the successors and assigns of the Client and on the successors and permitted assigns of Nextech.

12.10 **Notices.** Whenever in this Agreement it is required or permitted that notice or demand be given or served by either Party to or on the other, such notice or demand will be in writing and will be deemed delivered upon the earlier of (a) actual receipt by the intended recipient or (b) delivery in person or by reputable overnight courier, in each case to the Client Contact denoted in the Order Form.

***[End of Terms of Service]***



## SCHEDULE "A" - DEFINITIONS

**Definitions.** In this Agreement, the following definitions apply:

1. **"Acceptance"** means that the relevant Deliverables have passed acceptance testing or review and received written or deemed acceptance pursuant to the procedures set out in Article 5 and, if applicable, the relevant Order Form;
2. **"Acceptance Criteria"** means, with respect to a Deliverable, those criteria used to determine that such Deliverable (and the Services through which it is or was delivered) comply with its Specifications and, thus, should be Accepted, as delivered in writing by Nextech to the Client in connection with its delivery of the Deliverable that are reasonably designed to test for Acceptance of the Deliverable.
3. **"Affiliate"** means any body corporate or partnership that directly or indirectly controls, is controlled by, or is under common control with a Party and **"control"** in this context means an ability to exercise a majority voting power or the ownership of the majority of the issued shared capital or units, or the power to direct or cause a direction of the management of such corporation or partnership by contract or otherwise;
4. **"Agreement"** means this Master Services Agreement, together with such Order Forms and other Schedules and incorporated documents as appended in accordance herewith from time to time, in each case as amended in accordance with Section 12.6 from time to time;
5. **"Applicable Law"** means all laws that apply to a Party or to the performance of its obligations under this Agreement;
6. **"Business Day"** means a day that is not a Saturday, Sunday or a statutory holiday in British Columbia, all based on local time in Vancouver, British Columbia;
7. **"Claims"** means any and all losses, damages (including personal and bodily injuries and property damage), claims, counterclaims, suits, complaints, disputes, demands, actions, penalties, fines, causes of action, liabilities, obligations, liens, charges, encumbrances, judicial or administrative proceedings, costs, expenses, and disbursements of any nature or kind (including reasonable fees and disbursements for the investigation, prosecution or defence thereof on a solicitor and own client basis), whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal;
8. **"Client Contact"** means those individuals designated as such in an Order Form;
9. **"Client Items"** means facilities, equipment (including hardware and software), materials, items, information, data, resources, tasks, services, and other assistance that the Client is required to obtain, procure, perform or provide in order for Nextech to perform hereunder;
10. **"Confidential Information"** means any and all data or information in any form (including all electronic, magnetic, physical, intangible, visual and oral forms), whether or not such information has been marked or indicated as confidential, that (i) is, at the time of its delivery to or access by the other Party, not generally known to any person without an obligation of confidentiality, (ii) by its nature or the nature of its disclosure, would reasonably be determined to be confidential, or (iii) is marked or indicated as proprietary or confidential (without requiring such marking), and in any event includes Personal Information, trade secrets, know-how, supplier and customer information (whether past, present, future and prospective), specifications, strategic plans, source code and related data, designs, drawings, financial information, marketing information, information as to business opportunities (including strategies and research and development), consultation records and plans, engineering information, and third party data;

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

11. **"Defect"** means (i) a failure of any Deliverable to perform, operate or function, in conformity with, or any deficiency in any aspect of the Deliverable when compared against, its Specifications and Documentation, or (ii) in Acceptance testing or review, a failure of any Deliverable to meet its Acceptance Criteria;
12. **"Deliverables"** means all items, materials (including reports, designs, plans, presentations, hardware, software and all configurations, modifications, enhancements, additions and interfaces to or of software), goods and other work product that Nextech is obligated to deliver to or for the benefit of the Client under a particular Order Form;
13. **"Documentation"** means all written materials and technical, help files, user and training manuals, guides, instructions or charts for any particular Deliverables, including all updates thereto that are required to be delivered by Nextech to the Client hereunder;
14. **"Disputes"** means any and all disputes, controversies and Claims arising under, out of, in connection with, or in relation to this Agreement, or the making or validity of this Agreement, or its interpretation or any breach thereof, or any related matters or any legal relationship associated therewith or derived therefrom;
15. **"Effective Date"** means the date first set out above;
16. **"Force Majeure Event"** means unforeseen circumstances or causes beyond a Party's reasonable control, including acts of God, acts of government, war, riots, terrorist acts, embargoes, acts of civil or military authorities, epidemic, pandemic, outbreak of infectious disease, public health crisis, threats to or breaches of national security, fires, ice and snow, extreme weather, floods, earthquakes, accidents, labor unrest, strikes, lock-outs, labour disruption, failure of the public internet, that, notwithstanding the commercially-reasonable efforts of a Party including its planning, backup, disaster recovery and mitigation procedures and processes, results in failure or delay in the performance by a Party of an obligation under this Agreement;
17. **"Intellectual Property Rights"** means any and all (i) proprietary rights provided under patent law, copyright law, trademark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity anywhere in the world, including, without limitation, trade secret law, that may provide a right in trade-marks, trade dress, corporate names, business names, domain names, logos, marks, software, computer programs, code of all types, layouts, interfaces, applications, tools, data, databases, database layouts, works (including literary, artistic, pictorial, graphic, and all compilations thereof), inventions, arts, processes, machines, manufactures, compositions of matter, Improvements, industrial designs, Confidential Information, formulae, know-how, and all other intellectual and industrial property (including goodwill in the foregoing), (ii) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (iii) past, present, and future causes of action, rights of recovery, claims, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing;
18. **"Malware"** means a virus, worm, Trojan Horse, malware or other code or routine that manifests contaminating or destructive properties that might damage, harm, detrimentally interfere with, or otherwise adversely affect a Deliverable or any computer system, hardware, software, equipment, or services in connection with which the Deliverable is operated or any related data, including a time bomb, logic bomb, back door, drop-dead device or any other disabling or limiting code, design or routine that could interrupt, lock, disable, erase, limit the functionality or use of, or otherwise adversely affect, or facilitate unauthorized access to, a Deliverable or related data;
19. **"On Request Services"** means those Services listed in Table D of the Order Form which are provided on a time and materials basis at the rates provided in Table D as requested by the Client and confirmed by Nextech in writing by their respective Client Contacts;
20. **"Order Form"** means a written statement of work, signed by both Parties, that describes Services and Deliverables, including all Specifications, Milestones, Acceptance Criteria, fees, and other pertinent details, to be rendered by Nextech pursuant to this Agreement;

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

21. **“Personal Information”** means all information about or data associated with an identifiable individuals that is protected under any Applicable Laws relating to privacy or personal information, including an individual’s name, phone number, postal address, email address, date of birth, age, gender, race, religion, income, physical description, education or employment details, voice recordings, visual images, and financial information (including credit card numbers, expiry dates, and security codes);
22. **“Software”** means any software programs, systems, applications, modules and components to be licensed or made available by Nextech for Client’s use pursuant to any Order Form, including:
  - a. any **“SaaS Software”** being Software, platform or infrastructure services made available to the Client over the public Internet (or a dedicated connection between Nextech and the Client) that will be installed or run, and supported and maintained, from the premises, facilities, computer equipment, devices, systems or networks of Nextech;
23. **“Specifications”** means, with respect to any Services or Deliverables rendered hereunder,
  - a. all applicable technical, functional, operational, performance, result, form, content or other relevant specifications or requirements therefor set out in this Agreement, including those set out in the applicable Order Form;
  - b. where any Deliverable includes any Documentation, all applicable technical, functional, operational, performance, result, form, content or other relevant specifications or requirements set out in that Documentation; and
  - c. such other specifications, requirements or obligations that, while not expressly included in the Specifications as defined above, are inherently required or should reasonably be included in order for the Service or Deliverables or Work to meet the requirements set forth in this Agreement or the Specifications.

**Nextech AR Solutions - MASTER SERVICE AGREEMENT**

**Schedule B**

**Enterprise Florida Standard Contract Terms & Agreements 2021**

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties. Upon being provided written notice from EFI, Contractor shall not object to any of EFI's assignment, or transfer of its rights, duties, or obligations under this Agreement to a governmental agency in the State of Florida.

2. EFI may terminate this Agreement for cause at any time by providing written notice to Contractor. A termination for cause may occur due to (i) Contractor's willful misconduct or gross negligence; or (ii) Contractor's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) intentional failure to timely produce required deliverables; or (iv) any other reason provided herein. In the event that EFI terminates this Agreement for cause or default and said termination is found to be wrongful by a court of competent jurisdiction, the termination shall be treated as one for convenience.

3. In the event of termination, EFI's sole obligation and liability to Contractor, if any, shall be to pay Contractor that portion of the expenses allowed under this Agreement that were incurred prior to the effective date of termination and unable to be reasonably cancelled. Lost profits, consequential damages, special damages, and costs incurred in preparing a proposal or otherwise incurred in obtaining this contract or award may not be recovered.

4. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Contractor from any and all claims, demands, and courses of action whatsoever which Contractor may have against EFI.

5. Contractor may expend funds only for allowable costs.

6. Any balance of unobligated funds which has been advanced or paid to Contractor must be refunded to EFI upon request of EFI or termination of this Agreement. Any funds paid in excess of the amount to which Contractor is entitled under the terms and conditions of this Agreement must be refunded to EFI upon request of EFI or upon termination of this Agreement.

**7. The EFI contract manager shall periodically review the progress made on the Scope of Work and deliverables required under this Agreement. If Contractor fails to meet and comply with the activities/deliverables established in this Agreement or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of notification, the contract manager may approve a reduced payment, request Contractor to redo the work, or terminate this Agreement.**

8. Failure of Contractor to provide project deliverables and/or meet the scope of work as specified in the approved Scope of Work and deliverables required under this Agreement will result in a partial payment and/or nonpayment, as appropriate and as determined by EFI in its sole discretion.

9. Failure of Contractor to deliver the minimum requirements reflected in the Scope of Work and deliverables required, may result in withholding of future advance payment request (to the extent applicable to this Agreement) from the date of noncompliance until each deliverable has met compliance as determined by EFI in its sole discretion. All quarterly scheduled payments must be sequential in order as identified in the deliverable payment schedule of this Agreement. If payment is withheld due to deliverable compliance requirement, no further payments may be paid out of sequence.

10. Contractor shall abide by all U.S. federal, state, and local laws, including but not limited to, the requirements of section 215.971, Florida Statutes, if Contractor is a subrecipient of state financial assistance as defined in section 215.97, Florida Statutes.

11. Contractor shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Contractor does not discriminate against any person who performs work hereunder because of age, race, religion, color, sex, physical handicap, marital status, national origin, or ancestry unrelated to such person's ability to engage in this work; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Contractor is found guilty of any violation of any of the foregoing laws.

12. Contractor shall comply with all necessary laws and Governor Ron DeSantis' Executive Order 19-11 readopting Executive Order 17-319 preventing sexual harassment in state agencies. Contractor shall ensure a harassment-free workplace, with any allegation of harassment given priority attention and action by management.



**Nextech AR Solutions - MASTER SERVICE AGREEMENT**

13. Contractor agrees to comply with the requirements of section 448.095, Florida Statutes, and to register with and use the E-Verify system to verify the work authorization status of all newly hired employees and if entering into a contract with any subcontractor to further the objectives of this Agreement to require the subcontractor to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Knowing violation of this provision shall be cause for unilateral cancellation of this Agreement by EFI.

14. To the extent required by section 287.134(3)(a), Florida Statutes, and EFI's contract with the Florida Department of Economic Opportunity (DEO), Contractor acknowledges notice of the requirements of section 287.134(2)(a), Florida Statutes, relating to the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, grantee, supplier, sub-grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity. Contractor affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Contractor or its affiliates been placed on the Discriminatory Vendor List.

15. To the extent required by Florida Statutes 287.133(3)(a), and EFI's contract with DEO, the Contractor affirms that it is aware of the provisions of section 287.133(2)(a), Florida Statutes. Contractor affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement in accordance with section 287.133(4), Florida Statutes. Contractor shall disclose to EFI if any of its affiliates, as defined in section 287.133(1)(a), Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from performing under this Agreement for a period of 36 months from the date of being placed on the convicted vendor list.

16. Contractor shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Contractor for a minimum period of seven (7) years after termination of this Agreement. The records shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, DEO, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

17. Pursuant to its contract with DEO, EFI's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. This Agreement shall automatically terminate upon the discontinuance or reduction of legislatively appropriated funds that may be used and are sufficient to support this Agreement, in addition to all of EFI's other duties and responsibilities, in which case EFI is not obligated to provide any warning, notice or compensation in lieu of notice. The determination whether such funds are available shall be made by EFI at its sole discretion.

18. Pursuant to its contract with DEO, EFI requires Contractor, by executing this Agreement, to certify that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), F.S., EFI may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If EFI determines that Contractor has submitted a false certification, EFI will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that EFI's determination of false certification was made in error, EFI shall bring a civil action against Contractor. If EFI's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Contractor, and Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of EFI's determination of false certification by Contractor. In the event that federal law ceases to authorize the States to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

19. EFI does not endorse any contractor, commodity, or service, and this Agreement or the end product may not be used to imply any such endorsement.

20. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.

## Nextech AR Solutions - MASTER SERVICE AGREEMENT

21. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.

22. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.

23. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.

24. Contractor shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.

25. Pursuant to its contract with DEO, EFI requires Contractor to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.

26. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Contractor shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Contractor shall notify EFI.

### 27. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:

a. Contractor shall keep and maintain public records required by EFI to perform Contractor's responsibilities hereunder.

b. Contractor shall, upon request from EFI's custodian of public records, provide EFI with a copy of the requested records or allow the records to be inspected or copied by the public records requestor within a reasonable time per the cost structure provided in chapter 119, F.S., or as otherwise provided by law.

c. Contractor shall ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

d. Upon completion of the contract, Contractor shall transfer, at no cost to EFI, all public records in possession of Contractor or keep and maintain public records required by EFI to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to EFI, upon request from the EFI's custodian of public records, in a format that is compatible with the information technology systems of EFI.

e. Pursuant to section 288.901(1)(b), Florida Statutes, Contractor acknowledges that the Legislature has determined it is in the public interest and reflects the state's public policy that EFI operate in the most open and accessible manner consistent with its public purposes. To this end, EFI and its divisions, boards, and advisory councils, or similar entities created or managed by EFI, are subject to the provisions of chapter 119 relating to public records and those provisions of chapter 286 relating to public meetings and records.

f. If EFI does not possess a record requested through a public records request and the record is one that is in Contractor's possession, EFI shall immediately notify Contractor of the request, and Contractor must provide the records to EFI or allow the records to be inspected or copied within a reasonable time.

**g. If Contractor provides records to EFI that contain "proprietary confidential business information" as defined in section 288.075, Florida Statutes, or "trade secrets" as defined in section 688.002, Florida Statutes, such information should be clearly marked as such and a redacted version of such record should also be provided to EFI.**

In the event that EFI asserts such exemption in response to a public records request based on Contractor's assertion, Contractor agrees to indemnify EFI, with EFI's choice of legal counsel, in any challenge to such assertion.

h. Contractor acknowledges that EFI may unilaterally cancel this Agreement if Contractor refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Agreement, unless the records are exempt from section 24(a) of Art. I of the Florida Constitution and section 119.07(1), Florida Statutes. If Contractor fails to provide public records to EFI within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

i. In the event of a conflict between any provision within this Agreement and the provisions of Florida's public records and sunshine laws contained within Article I, Section 24 of the Florida Constitution, Chapter 119, Florida Statutes, section 286.011, Florida Statutes, and including all applicable exemptions therefrom, the provisions of Florida law shall prevail. Further, EFI shall not be liable to Contractor for any disclosures that EFI deems required under Florida law, and the necessity of such disclosure shall be at EFI's sole discretion determined in conjunction with its legal counsel. **IF CONTRACTOR**

**Nextech AR Solutions - MASTER SERVICE AGREEMENT**

**HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by phone at: 850-298-6620, by email at: [bmimbs@enterpriseflorida.com](mailto:bmimbs@enterpriseflorida.com), or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.**