

# MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into by and between Izba Consulting, LLC, a Delaware limited liability company with offices at 322 W 5th Street #109, Marysville, OH 43040 ("Consultant"), and the client identified in the applicable Statement of Work ("Client").

This Agreement governs all Statements of Work ("SOWs") entered into by the parties for the provision of consulting services.

1. Scope of Services

Consultant will provide the services described in each SOW. Each SOW must be executed by both parties and will incorporate the terms of this Agreement. In the event of a conflict between the SOW and this Agreement, the SOW shall govern.

2. Term and Termination

This Agreement will remain in effect until terminated by either party with thirty (30) days' written notice. Each SOW may specify additional termination provisions. Either party may terminate any SOW immediately for material breach if not cured within fifteen (15) days of written notice.

3. Fees and Payment

Fees and payment terms shall be set forth in each SOW. Late payments are subject to a 1.5% monthly interest fee or the highest rate permitted by law. Consultant may suspend services for non-payment.

4. Confidentiality

Each party agrees to hold the other party's Confidential Information in strict confidence and to use it only for the purposes of performing under this Agreement. Confidential Information does not include information that is publicly available, was known prior to disclosure, or independently developed.

5. Data Privacy and Security

Consultant will use commercially reasonable administrative, technical, and physical safeguards to protect Client's data. Any personal data shared in the course of the engagement will be used solely to perform services and will not be disclosed to third parties except as required for delivery, support, or legal compliance. A Data Processing Agreement (DPA) will be provided upon request or if legally required.

6. Intellectual Property

All pre-existing intellectual property used or referenced by either party shall remain the sole property of that party. Consultant shall retain ownership of its templates, playbooks, software tools, and methodologies. Unless otherwise stated in the SOW, Client shall have a perpetual, royalty-free, non-exclusive license to use the final deliverables for

internal business purposes.

7. Warranties and Disclaimers

Consultant represents it will perform services in a professional and workmanlike manner. Except as expressly provided, all services are provided “as is” without warranty of any kind.

8. Limitation of Liability

In no event shall either party be liable for indirect, incidental, or consequential damages. Consultant’s aggregate liability under this Agreement shall not exceed the total fees paid by Client under the applicable SOW.

9. Indemnification

Each party agrees to indemnify and hold harmless the other party from any third-party claims resulting from its own negligence, willful misconduct, or breach of this Agreement.

10. Independent Contractor

Consultant is an independent contractor and nothing in this Agreement shall create a partnership, joint venture, or employment relationship.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Delaware. Any dispute arising under this Agreement shall be resolved through good-faith negotiations, followed by binding mediation in Delaware if necessary.

12. Entire Agreement and Amendments

This Agreement, along with all SOWs, represents the entire agreement between the parties and supersedes any prior agreements. Any amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date in the applicable SOW.