

TAUTH LABS, INC.
MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is entered into by and between Tauth Labs, Inc., a corporation with its principal place of business in New York (the “Provider”), and the individual or legal entity identified in the applicable Order Form (the “Customer”). This Agreement governs the Customer’s access to and use of the Provider’s certification authority services, Content Credentials, cloud-based platform, APIs, and related professional services.

WHEREAS, the Provider operates as a C2PA-conformant Certification Authority and provides digital trust and content provenance solutions, including issuance of digital certificates, cryptographic signing of C2PA manifests, verification tooling, and related consulting (collectively, the “Services”);

WHEREAS, the Customer wishes to access and use the Services for its internal business purposes;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

In addition to capitalized terms defined elsewhere in this Agreement, the following terms have the meanings set out below:

“API” means the application programming interfaces, endpoints, and any associated software development kits (SDKs) made available by the Provider that allow the Customer to programmatically interact with the Service, including manifest signing and verification endpoints.

“Authorized Users” means employees, agents, or contractors of the Customer who are authorized by the Customer to access the Portal or the API, and for whose acts and omissions the Customer remains fully responsible.

“C2PA” means the Coalition for Content Provenance and Authenticity and, where the context requires, the C2PA technical specifications for Content Credentials, as amended from time to time.

“Certificate” means a digital certificate issued by the Provider that binds a public key to a validated identity, including certificates used to sign C2PA manifests.

“Confidential Information” means all non-public business, technical, or financial information disclosed by one party to the other that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

“Content Credential” means a cryptographically signed C2PA manifest, or set of manifests, bound to a digital asset that records provenance information about that asset.

“CP/CPS” means the Provider’s Certificate Policy and Certification Practice Statement, structured in accordance with RFC 3647 and published by the Provider in its public repository, as updated from time to time.

“Documentation” means the technical user guides, API references, integration guides, and service policies made available by the Provider to the Customer, as updated from time to time.

“Order Form” means an ordering document executed by the parties that specifies the Services purchased, applicable fees, signing or Certificate quotas, and the Subscription Term.

“Portal” means the Provider’s web application that provides account management, key and Certificate lifecycle tools, and ordering functionality for the Services.

“Service” means the Provider’s content authentication platform, including the APIs, the Portal, Certificates, Content Credential signing and verification infrastructure, and supporting cloud infrastructure made available by the Provider for use by the Customer.

“Service Data” means electronic data, logs, digital assets, and account information submitted by or on behalf of the Customer to the Service, excluding the contents of issued Certificates and the publicly verifiable portions of Content Credentials.

“Subscriber Agreement” means the agreement between the Provider, acting in its capacity as a Certification Authority, and the Customer, acting as Subscriber, that specifies the parties’ rights and responsibilities with respect to Certificates, as published by the Provider and updated from time to time.

“Subscription Term” means the period specified in an Order Form during which the Customer is authorized to access and use the Service.

2. ACCESS AND USAGE RIGHTS

2.1. Provision of Service. Subject to the terms and conditions of this Agreement and payment of all applicable fees, the Provider grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Service solely for the Customer’s internal business purposes during the Subscription Term specified in the applicable Order Form.

2.2. Usage Restrictions. The Customer shall not, and shall not permit any third party to:

- (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, cryptographic key material, or underlying logic of the Service;
- (b) sell, resell, rent, lease, license, distribute, or otherwise make the Service or Certificates available to any third party, except as expressly authorized in a separate written addendum executed by the Provider;

- (c) use the Service to sign, store, or transmit malicious code, infringing content, or material that violates applicable law or third-party privacy or publicity rights;
- (d) use the Service to apply Content Credentials in a manner intended to misrepresent the origin, authorship, or editing history of a digital asset;
- (e) attempt to gain unauthorized access to the Service, other customers' data, or the Provider's related systems, networks, or key infrastructure;
- (f) use the Service for benchmarking or competitive analysis purposes; or
- (g) remove, obscure, or alter any proprietary notices, labels, or provenance metadata applied by the Service.

2.3. Account Security. The Customer is responsible for maintaining the confidentiality of its access credentials, API keys, and any private key material within its control. The Customer shall promptly notify the Provider of any suspected compromise of its credentials or keys. The Customer is responsible for all use of the Service through its accounts, whether or not authorized by the Customer.

2.4. Suspension. The Provider may suspend the Customer's access to the Service, in whole or in part, if the Provider reasonably determines that continued access poses a security risk to the Service, violates this Agreement, the Subscriber Agreement, or the CP/CPS, or could subject the Provider to liability. The Provider will use commercially reasonable efforts to notify the Customer of any suspension and to restore access promptly once the underlying issue is resolved.

3. SERVICE LEVELS AND SUPPORT

3.1. Availability. The Provider shall use commercially reasonable efforts to make the Service available at least 99.9% of the time during each calendar month, excluding: (a) planned maintenance, of which the Provider shall give reasonable advance notice; and (b) unavailability caused by circumstances beyond the Provider's reasonable control, including Force Majeure Events.

3.2. Technical Support. The Provider will provide technical support for the Service in accordance with the Provider's standard support policies then in effect. Support requests must be submitted through the Portal or the designated support channels specified in the Documentation.

4. FEES AND PAYMENT

4.1. Fees. The Customer shall pay all fees specified in the applicable Order Forms. Unless otherwise stated in this Agreement or an Order Form: (a) fees are quoted and payable in the currency stated on the Order Form; (b) fees are based on the Services and signing or Certificate quotas purchased, not on actual usage; (c) payments are due within thirty (30) days of the invoice date; and (d) payment obligations are non-cancelable and fees paid are non-refundable.

4.2. Taxes. Fees are exclusive of all applicable taxes, levies, and duties imposed by taxing authorities, and the Customer is responsible for payment of all such amounts, excluding taxes based on the Provider's net income.

4.3. Late Payments. If any invoiced amount is not received by the due date, then, without limiting the Provider's other rights and remedies, the outstanding balance may accrue late interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower. Non-payment of fees constituting a material breach of this Agreement may serve as grounds for Certificate revocation in accordance with the Subscriber Agreement and the CP/CPS.

4.4. Audit Rights. The Provider reserves the right to audit the Customer's use of the Service to verify compliance with this Agreement and with any volume tiers or quotas specified in an Order Form, provided such audit does not unreasonably interfere with the Customer's business operations.

5. PROPRIETARY RIGHTS AND CONFIDENTIALITY

5.1. Reservation of Rights. Subject to the limited rights expressly granted under this Agreement, the Provider and its licensors reserve all right, title, and interest in and to the Service, including all related intellectual property rights. No rights are granted to the Customer other than those expressly set forth herein.

5.2. Customer Data. As between the parties, the Customer retains all right, title, and interest in and to the Service Data and the underlying digital assets it submits to the Service. The Customer grants the Provider a worldwide, non-exclusive, limited-term license to host, copy, process, transmit, and display Service Data solely as necessary to provide the Service and to maintain the integrity, security, and auditability of the Provider's certification infrastructure in accordance with this Agreement and the CP/CPS.

5.3. Feedback. The Customer grants the Provider a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by the Customer or its Authorized Users relating to the operation of the Service.

5.4. Confidentiality.

- (a) **Obligations.** The party receiving Confidential Information (the "Receiving Party") shall: (i) use at least reasonable care to protect the Confidential Information of the disclosing party (the "Disclosing Party"); and (ii) not use such Confidential Information except in performance of this Agreement, nor disclose it to any third party other than to employees, advisors, and contractors who need to know it and are bound by obligations of confidentiality at least as protective as those in this Section.
- (b) **Exclusions.** Confidential Information does not include information that: (i) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to disclosure without breach of any obligation owed to the Disclosing Party; (iii) is received from a

third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

- (c) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that, where legally permitted, it gives the Disclosing Party prompt notice and reasonable cooperation to seek protective treatment.

6. CERTIFICATES AND CONTENT CREDENTIALS

6.1. Governing Documents. The issuance, management, validation, revocation, and use of Certificates, and the application of Content Credentials signed under such Certificates, are further governed by the Subscriber Agreement and the CP/CPS. In its capacity as a Certification Authority, the Provider operates in accordance with the CP/CPS, and the Customer acknowledges that the Provider's obligations as a CA, including its obligation to revoke Certificates under circumstances defined in the CP/CPS, take precedence over any conflicting term of an Order Form.

6.2. Accuracy of Information. The Customer represents and warrants that all information it submits in connection with identity validation, organization validation, or Certificate enrollment is accurate and complete, and agrees to promptly notify the Provider of any change that would render such information inaccurate.

7. WARRANTIES AND DISCLAIMERS

7.1. Limited Warranty. The Provider warrants that the Service will perform materially in accordance with the applicable Documentation.

7.2. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." THE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY CONTENT CREDENTIAL WILL BE RECOGNIZED, DISPLAYED, OR VALIDATED BY ANY PARTICULAR THIRD-PARTY PLATFORM OR APPLICATION.

8. LIMITATION OF LIABILITY

8.1. Scope. This Section 8 applies to and governs all claims arising out of or related to this Agreement and each related transaction document, including without limitation each Order Form, this Master Services Agreement, the Subscriber Agreement, the Certificate terms of use, any validation application, and any documents incorporated by reference therein (collectively, the "Transaction Documents"). For purposes of this Section 8, references to the "Provider" mean Tauth Labs, Inc. and its affiliates, and references to the "Customer" or "Subscriber" mean the individual or legal entity identified in the Order Form.

8.2. Exclusion of Consequential and Related Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY TRANSACTION DOCUMENT, NEITHER PARTY SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF ANY TRANSACTION DOCUMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE, LOSS, INACCURACY, OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, OR LOSS OF BUSINESS, REVENUE, PROFITS, OR GOODWILL; OR (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3. Liability Cap. EXCEPT AS PROVIDED IN SECTION 8.4, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY OR ALL OF THE TRANSACTION DOCUMENTS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT PAID OR PAYABLE BY THE CUSTOMER TO THE PROVIDER UNDER THE TRANSACTION DOCUMENTS IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO THE LIABILITY; OR (B) ONE THOUSAND U.S. DOLLARS (\$1,000 USD).

8.4. Exceptions. The limitations set forth in Sections 8.2 and 8.3 shall not apply to:

- (h) the Customer's indemnification obligations under the Subscriber Agreement;
- (i) either party's breach of its confidentiality obligations under Section 5.4 of this Agreement or the corresponding provisions of the Subscriber Agreement;
- (j) the Customer's breach of the usage restrictions set forth in Section 2.2 of this Agreement or the corresponding provisions of the Subscriber Agreement;
- (k) either party's gross negligence, willful misconduct, or fraud;
- (l) the Customer's obligation to pay fees and any related interest or collection costs; or
- (m) liability that cannot be limited or excluded under applicable law.

8.5. Basis of the Bargain. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 8 REFLECT AN INFORMED, VOLUNTARY ALLOCATION OF RISK THAT IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.6. Precedence. In the event of any conflict between this Section 8 and any limitation of liability, disclaimer, or similar provision in any other Transaction Document, this Section 8 shall control.

9. TERM AND TERMINATION

9.1. Term. This Agreement commences on the Effective Date and continues until all Subscription Terms granted under this Agreement have expired or been terminated.

9.2. Termination for Cause. Either party may terminate this Agreement for cause: (a) upon thirty (30) days' written notice to the other party of a material breach, if such breach remains uncured at the expiration of the notice period; or (b) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

9.3. Effect of Termination. Upon termination or expiration of this Agreement, the Customer's right to access and use the Service ceases, and the Provider may revoke outstanding Certificates in accordance with the Subscriber Agreement and the CP/CPS. Content Credentials already applied to digital assets prior to termination remain cryptographically verifiable to the extent supported by the underlying trust infrastructure.

9.4. Survival. The sections titled "Fees and Payment," "Proprietary Rights and Confidentiality," "Warranties and Disclaimers," "Limitation of Liability," and "General," together with any other provisions that by their nature should survive, shall survive any termination or expiration of this Agreement.

10. GENERAL

10.1. Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws provisions. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in New York, New York.

10.2. Compliance with Laws. Each party shall comply with all applicable laws, regulations, and rules in connection with its performance under this Agreement, including applicable export control and economic sanctions laws.

10.3. Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

10.4. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in its entirety, without consent, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

10.5. Force Majeure. Neither party shall be liable for any failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, governmental action, internet or utility failures, or denial-of-service attacks (each, a "Force Majeure Event").

10.6. Notices. All legal notices under this Agreement must be in writing and delivered to the addresses specified in the applicable Order Form, and are deemed given upon receipt.

10.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

10.8. Entire Agreement. This Agreement, including all Order Forms and addenda, together with the Subscriber Agreement and the CP/CPS as they apply to Certificates, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is to be asserted.

Version 1.0 – May 2026