MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") between **Space Inch Custom Software, LLC,** a company registered in the USA, with its principal place of business at 1710 Blair Blvd, Nashville TN 37212 ("SI"), or ("Developer"), and, DXdao a Decentralized Autonomous Organization, ("DXdao"), is entered into and effective as of July 1, 2021 (the "Effective Date"). Developer and DXdao hereby agree to the terms and conditions set forth below. Each of DXdao and Developer are a "Party" and collectively, the "Parties".

1.   ENGAGEMENT.

A.   DXdao hereby engages Developer as a contractor, to render the Services (the "Services") as described in each Statement of Work ("Statement of Work" or "SOW") in accordance with the terms provided herein and the terms in each Statement of Work (collectively, the "Specifications"). Each Statement of Work agreed to by the Parties will be deemed to be part of, and will be governed by, all of the terms and conditions of this Agreement. In the case of a conflict between a Statement of Work and this Agreement, except as expressly provided in such Statement of Work, the terms of this Agreement will govern.

B.   The parties agree that SI may choose one or more Subcontractors and that said Subcontractors may provide any portion or all of the Services contemplated hereunder; provided, however, that SI enters into a subcontracting agreement with said Subcontractors that contains terms and conditions no less stringent than those contained in this Agreement.

C.   DXdao shall not be deemed by virtue of this Agreement to have any contractual obligation to or relationship with any Subcontractor. Furthermore, no Subcontractor shall have any rights against DXdao under this Agreement, whether as a third-Party beneficiary or otherwise. SI shall include in its agreements with all Subcontractors provisions that affect the same terms as set forth in this Section 1(C).

2.   DELIVERY OF SERVICES AND DELIVERABLES.

A.   Developer will perform the Services and deliver any corresponding deliverables, including without limitation any source code, object code, documentation, and any and all related materials (individually a "Deliverable" and collectively "Deliverables") to DXdao in accordance with the Statement of Work and the Specifications set forth therein.

B.   DXdao shall have no obligation to enter into any Statement(s) of Work hereunder. DXdao shall pay SI in U.S. dollars based on the hourly rates indicated in the applicable Specifications and/or Statement of Work (as may be the case). DXdao reserves the right to amend the Specifications at any time so long as no reduction in payment to Developer results from revised services.

3.   STAFFING.

A.   <u>Staffing</u>. SI and DXdao will use reasonable efforts to maintain the consistency of the individuals assigned to each project and will cooperate to minimize any adverse impact on the scheduled time and projected cost of the project that may be caused by its determination to remove its staff from a project, but each acknowledges that their respective businesses may require re-allocation of personnel from time to time and that employee vacations, resignations or personal hardships may require the alteration of project teams on a temporary or permanent basis.

B.   <u>Non-Solicitation of SI Staff and Subcontractor Staff</u>. For the term of each Statement of Work under this Agreement and for one (1) year subsequent to its termination, the Parties nor their affiliates will solicit for hire any employee, contractor, or consultant of the other that provided or received

services under such Statement of Work without prior written permission from the other Party. Violation of this paragraph is a material breach of this Agreement and is grounds for immediate termination.

Specifically, DXdao agrees and covenants not to directly or indirectly solicit, hire, recruit, or attempt to solicit, hire, or recruit, any employee, contractor, or consultant of SI for one year subsequent to the termination of this agreement, or induce the termination of employment of any employee, contractor, or consultant for one year subsequent to the termination of this agreement beginning on SI's last day of active business engagement with DXdao, regardless of the reason for the engagement termination.

This clause includes employees, contractors, and consultants of SI's affiliated companies in Eastern Europe: Ooden Technologies in Zagreb, Croatia and Rumblefish in Krakow, Poland. The penalty for violation of this clause is one hundred thousand dollars ($100,000.00) per person hired or solicited plus indirect damages.

This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, and social media, including, but not limited to, Facebook, LinkedIn, Instagram, and Twitter, and any other social media platform, whether or not in existence at the time of entering into this Agreement.

4. PRICE AND PAYMENT.

A.   Fees. DXdao will pay Developer for Services provided pursuant to the schedule of fees set forth in the applicable SOW(s) (each separately and collectively, the "Fees"). For each case of engagement of Developer's personnel in the relevant Statement of Work, payment can be issued based on time and materials used in performance of such Statement of Work or on a fixed cost basis upon a mutual agreement of DXdao and Developer in writing.

B.   Invoicing. Unless stated otherwise in the Statement of Work, Developer shall invoice DXdao for the Fees for Services performed monthly, which invoices shall be delivered by Developer within five days of the beginning of each month and within five days of the middle of the month. All invoices shall (1) be posted on https://daotalk.org/c/dx-dao/15, DXdao's forum for community review.

After three (3) calendar days, Developer shall make a formal on-chain proposal for payment at https://alchemy.daostack.io/dao/0xe716ec63c5673b3a4732d22909b38d779fa47c3f (the "On-Chain Proposal"). The date in which the On-Chain Proposal is made is considered the delivery date of the invoice (the "Invoice Delivery Date"). The first three (3) proposals will be made by Caney Fork/Chris Powers.

C.   Payment. DXdao shall pay Developer the amount described in each and every invoice received from Developer, within fifteen (15) days from the Invoice Delivery Date, so long as the invoice is approved by an On-Chain Proposal. All invoices shall be issued and paid in USD Coin ("USDC").

D.   Bank Transfer information. DXdao shall pay the invoices submitted by Developer in the specified bank accounts. The crypto wallet address as provided by Developer to DXdao is given below:

      0x2a098157953d0E0108447E27Ec5d4FA971Fd54CB

5. TERM AND TERMINATION.

A.   Term. This Agreement commences on the Effective Date and remains in effect until terminated by one of the Parties.

B.   Termination without Cause. The Parties may terminate this Agreement and/or any or all Statement(s) of Work at any time by providing thirty (30) days prior written notice to the other Party. During the notice period, Developer will continue to provide staff according to the applicable SOW and DXdao will continue to pay Developer's agreed rates in full. The purpose of this clause is to provide time each Party to make plans to operate without the other Party. If DXdao provides notice unexpectedly, DXdao will continue to pay Developer a reasonable amount while the Parties transition out of their working relationship. If Developer provides notice unexpectedly, Developer will continue to work for a reasonable amount of time to allow DXdao to find an alternative service provider.

C.   Termination with Cause. Either Party will have the right to terminate this Agreement and/or any Statement(s) of Work upon written notice to the other Party if (i) the other Party is in material breach of any term, condition, warranty or covenant of this Agreement or any Statement of Work(s), or (ii) it can be reasonably determined that the other Party's conduct, services or products violate applicable laws, including without limitation privacy laws, infringe upon the intellectual property rights of a third Party, or pose a material threat to the terminating Party's systems, equipment, processes, business or intellectual property; provided that such termination shall be effective only if the basis for termination (if capable of cure) has not been cured within ten (10) days following such notice.

D.   Orderly Transfer.   Upon expiration or termination of either this Agreement or any Statement(s) of Work for any reason or no reason, Developer shall, and shall cause each Subcontractor to, promptly: (i) return or transfer to DXdao all Deliverables then in Developer's or any Subcontractor's possession (as may be the case), and all other materials and documents which incorporate or express Intellectual Property Rights that are owned or controlled by DXdao, and (ii) provide such information, cooperation and assistance to DXdao, as DXdao may reasonably request, to assure the orderly transition to DXdao or another provider of services.

6.   CONFIDENTIAL INFORMATION.

A.   Confidential Information. Each Party understands and acknowledges that any data or information, oral or written, treated as confidential by either Party that relates to the other's research, development or business activities (including but not limited to unannounced products and services, Clients, potential Clients, employee and contractors lists, prices and rates, suppliers, service providers, business processes and plans, finances, internal operations, IT infrastructure, services, and components) which is disclosed or otherwise made available to the other Party whether verbally or in writing (collectively, "Confidential Information") represent valuable confidential information entitled to protection as trade secrets.

Each Party will be under a permanent obligation to keep confidential, not disclose, and protect from unauthorized disclosure by its employees and agents, all Confidential Information and all copies or physical embodiments thereof in its possession in any format, and limit access to Confidential Information to those who require such access in connection with this Agreement. A receiving Party Confidential Information without authorization, even with employees or contractors of a Party's own company is not permitted under this Agreement. Each Party will secure and protect the Confidential Information and any and all copies and other physical embodiments thereof in its possession in a manner consistent with the steps taken to protect its own trade secrets and Confidential Information, but not less than a reasonable degree of care. Each Party will take appropriate action with its employees who are permitted access to the Confidential Information to satisfy its obligations hereunder.

Should the receiving Party learn of or have reason to believe that Confidential Information has been disclosed or accessed by an unauthorized Party, the receiving Party will promptly, and in no event longer than three (3) business days, provide written notice of the unauthorized disclosure to the disclosing Party. Each Party's obligations under this Agreement shall be binding upon their respective

heirs, affiliates, partners, successors and assigns.

Upon termination or expiration of the Agreement, or upon the written request of DXdao at any time, Developer shall promptly return to DXdao or at DXdao's option destroy, all documents and other tangible materials representing the Confidential Information and all copies thereof. All back-up copies of Confidential Information stored electronically in Developer's information systems by Developer must be destroyed upon request from DXdao with an authorized officer of Developer promptly certifying in writing to DXdao that all such copies have been destroyed. Developer shall ensure that each Subcontractor is bound to obligations of confidentiality no less stringent than those that are described in this Section 6.

B.   Exceptions. The confidentiality obligations set forth above will not prohibit disclosure of (i) information previously known to the receiving Party without reference to Confidential Information, (ii) information which is or becomes publicly known through no wrongful act of the receiving Party, (iii) information received from a third Party under no confidentiality obligation with respect to the Confidential Information in which case the other Party will be notified in writing, or, (iv) information required to be disclosed under administrative or court order, or in arbitration or litigation arising out of this Agreement in which case the other Party will be notified in writing. Moreover, notwithstanding the foregoing the Deliverables are the Confidential Information of DXdao.

C.   Marketing Materials. SI and its affiliates may list DXdao as a client in marketing materials. SI and its affiliates may show non-confidential screenshots of DXdao's application and DXdao's branding in its marketing materials.

7.   **INTELLECTUAL PROPERTY RIGHTS**

A.   Intellectual Property Rights. Developer acknowledges and agrees that the Deliverables are "works for hire" being done for DXdao. Solely to the extent that exclusive title to any Deliverable (or part thereof) does not vest in DXdao despite the previous sentence, Developer hereby irrevocably transfers and assigns to DXdao any and all copyrights, patents, trademarks, trade secrets, source code, object code, and any other intellectual property rights ("Intellectual Property Rights") in such Deliverable (or part thereof), as well as in the Services and/or other work resulting from Statements of Work.

B.   Retained Rights. Notwithstanding the foregoing, Developer will own and hereby reserves and retains all right, title and interest in and to (i) all Developer's proprietary business processes related to the Services, (ii) all pre-existing Intellectual Property Rights that Developer created, licensed, or otherwise acquired before entering into the applicable Statement of Work or which were acquired or developed outside the scope of the applicable Statement of Work(s) and without reference to DXdao's Confidential Information), and (iii) Developer's Confidential Information. Solely to the extent that the Deliverables contain any of the foregoing and any other Intellectual Property Rights owned or controlled by Developer and/or any Subcontractor which are necessary for DXdao to use, sell, commercialize, improve, enhance or otherwise utilize the Deliverables, Developer hereby grants, and shall cause each Subcontractor to grant, to DXdao a worldwide, irrevocable, perpetual, fully paid-up, non-exclusive license, with the right to sublicense, such Intellectual Property Rights solely for DXdao to use, sell, commercialize, improve, enhance or otherwise exploit the Deliverables. Under no scenario will Developer commercialize or use to its benefit any DXdao data, customer data, processes, procedures, or associated Intellectual Property Rights.

C.   If DXdao requests to incorporate changes (for example, new or additional functionalities) into Developer pre-existing software in the process of Services provision, this does not imply expressly or implicitly that DXdao are granted any rights in Developer's software or in other pre-existing intellectual property.

D.   All rights and licenses granted under or pursuant to this Agreement by Developer to DXdao

are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code; provided, however, that failure by DXdao to assert its rights to "retain its benefits" of this Agreement, pursuant to Sec. 365(n)(1)(B) of the Bankruptcy Code, under an executory contract rejected by the trustee in bankruptcy, shall not be construed by the courts as a termination of the contract by DXdao under Sec. 365(n)(1)(A) of the Bankruptcy Code. The parties further agree that in the event of the commencement of a bankruptcy proceeding by or against Developer under the Bankruptcy Code, DXdao shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property (including all source code), and the same, if not already in its possession, shall be promptly delivered to DXdao upon DXdao's written request (i) upon any such commencement of a bankruptcy proceeding, unless Developer elects to continue to perform all of its obligations under this Agreement, or (ii) if not delivered under (i) above, upon rejection of this Agreement by or on behalf of Developer.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

A.   <u>Mutual Representations and Warranties</u>. Each Party hereby represents and warrants that: (a) this Agreement is a legal and valid obligation binding upon such Party and is enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy and by general equitable principles and public policy; (b) such Party is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (c) such Party is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the person executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate actions; and (d) the execution, delivery and performance of this Agreement by such Party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a Party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having authority over it.

B.   <u>Additional Developer Representations, Warranties and Covenants.</u> Developer represents, warrants and covenants that: (a) the Services shall be performed as described in each Statement of Work in accordance with the applicable Specifications and in a professional manner, by competent personnel, and in accordance with industry best practices and in compliance with all applicable federal, state and local laws and regulations; (b) all Deliverables shall meet the applicable Specifications; (c) Developer shall not bring to DXdao or use in the performance of the Services or the creation of any Deliverables any materials or documents belonging to any third Party, that are not lawfully available to the public, without the written authorization of such third Party; (d) the reproduction, distribution, performance, display, transmission, making available, making, using, selling, offering for sale or importation of the Deliverables does not infringe or misappropriate any intellectual property right of any third Party; (e) Developer has established data security and privacy measures in compliance with Privacy Laws (as defined below) prior to the receipt of and during the possession of data received from DXdao; and (f) all Deliverables are free of any harmful code, including without limitation any virus, bug, Trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device. If Developer fails to provide the Services as warranted under Section 8(B)(a) and DXdao so notifies Developer within thirty (30) days following the date Developer declares the Services to have been completed, then (without limiting Dxdao's other contractual, legal or equitable remedies) Developer shall re-perform the Services at no additional charge to DXdao.

C.   <u>Compliance</u>. Developer shall, to its reasonable knowledge, comply with all laws, statutes and regulations applicable to data protection, trans-border data flow and data privacy (collectively, "Privacy Laws"). Developer shall ensure that the Services and Deliverables provided for hereunder are protected against any reasonably foreseeable security threats or hazards by establishing and maintaining Internet security procedures, protocols, security gateways, firewalls, intrusion detection

and event logging that may be necessary to Developer shall have sole responsibility for its compliance, at Developer's sole expense, with Privacy Laws to the extent applicable to the provision of the Services hereunder.

9. FORCE MAJEURE. Developer will not be responsible for any delay or failure in performance resulting from acts beyond its control including but not limited to an act of God; an act of war, sabotage or terrorism; a riot or other civil disturbance; outages of electrical, telecommunications or computer services provided by third parties; an epidemic, pandemic, fire, flood, extreme weather condition, or other disaster; an act of government; delays in transit or delivery; or labor shortage, labor unrest, strike or lockout ("Force Majeure"); provided that Developer gives DXdao prompt written notice of such Force Majeure. If Developer's performance is delayed by Force Majeure, the time for performance will be extended to such extent which equals the delay caused by the "Force Majeure" event.

10. INDEMNIFICATION. Developer agrees to defend, indemnify and hold harmless DXdao its affiliates, and each of its and their directors, officers, employees, consultants, agents, successors and assigns (collectively, the "DXdao Indemnitees") from any and all third Party allegations, claims, demands, lawsuits or other legal proceedings of any type seeking damages, equitable relief or any other remedies arising from or related to: (a) Developer's material breach of this Agreement; (b) Developer's misconduct in providing the Services; or (c) claims that the reproduction, distribution, performance, display, transmission, making available, making, using, selling, offering for sale or importation of the Deliverables infringes or misappropriates any intellectual property right of any third Party. Each Party agrees to defend, indemnify and hold harmless the other Party, its affiliates, and each of its and their directors, officers, employees, consultants, agents, successors and assigns from any and all third Party allegations, claims, demands, lawsuits or other legal proceedings of any type seeking damages, equitable relief or any other remedies arising from or related to: (a) its negligent or willful mishandling of any customer or consumer data that violates any rights of customers or consumers in law or in equity.

11. MISCELLANEOUS.

A. <u>Arbitration</u>. Any dispute, controversy or claim arising out of or relating in any way to this Agreement, or the breach thereof, including the issue of arbitrability, shall be exclusively settled by Kleros decentralized arbitration service ("Kleros"), under Kleros arbitration rules. The number of arbitrators shall be based on the Kleros juror selection pool model.

B. <u>Integration and Amendment</u>. This Agreement and any Statements of Work executed pursuant hereto contain the complete agreement between the parties and supersede all previous and collateral agreements relating to the subject matter. This Agreement may only be amended by a writing signed by both parties.

C. <u>Waiver</u>. Waiver by a Party of any default by the other will not be deemed a waiver of any other default irrespective of whether such default is similar or a right at any time thereafter to require exact and strict compliance with the terms of this Agreement.

D. <u>Notices</u>. Any notice or communication required or permitted under this Agreement will be given in writing, sent by (i) personal delivery, or (ii) nationally recognized overnight delivery service with proof of delivery, addressed to the address first set forth above to the receiving Party's Project Manager, or to such other address as a Party has previously designated in writing. For each Party, notice shall be sent to:

Via email to:

josh@spaceinch.com

and

powers@caneyfork.co for DXdao;

Or via a forum post at https://daotalk.org/c/dx-dao/15.

E.   No Third-Party Benefits. This Agreement is entered into solely for the respective benefit of the parties and their respective successors and assigns, and nothing in this Agreement will be construed as giving any entity, other than the parties to this Agreement, persons and entities expressly indemnified hereunder and their respective successors and permitted assigns, any right, remedy or claim under this Agreement.

F.   Severability. If any term or condition of this Agreement is determined to be illegal or unenforceable by a court of component jurisdiction, all other terms will remain in force, and the term or condition held illegal or unenforceable will remain in effect to the furthest extent in accordance with the intention of the agreement.

G.   Counterparts. This Agreement may be executed in counterparts, including counterpart transmitted by facsimile, each of which will be deemed an original, and all such counterparts will constitute one and the same agreement.

H.   Section Headings. The section and subsection headings used herein are soley for reference and convenience and will not enter into the interpretation hereof.

(Rest of page intentionally left blank; signature page follows.)

IN WITNESS WHEREOF, the parties, intending to be bound, have caused this Agreement to be executed by their duly authorized representatives.

Space Inch Custom Software   **DXdao**

By: _(signature)_

Transaction ID: _____

Date: _____

Title: CEO

Name: Josh Segall

Date: 8-24-21