

## Services Agreement

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This Services Agreement (this “**Agreement**”), dated effective as of the latest date set forth on the signature page below (the “**Effective Date**”), is by and between Tutto Media LLC dba ISO Connections, a New York limited liability company, with offices located at 87 Van Wagner Road, Poughkeepsie, New York 12603 (“**Service Provider**”) and the Contractor identified below (“**Contractor**” and together with Service Provider, the “**Parties**”, and each a “**Party**”).

WHEREAS, Service Provider has the capability and capacity to provide certain services; and

WHEREAS, Contractor desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Contractor agree as follows:

1. Services. Service Provider shall provide to Contractor the services (the “**Services**”) set out in one or more statements of work to be issued by Contractor and accepted by Service Provider (each, a “**Statement of Work**”). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider Contract Manager and the Contractor Contract Manager, appointed pursuant to Section 2.1(a) and Section 3.1, respectively.
2. Service Provider Obligations. Service Provider shall:
  - 2.1. Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:
    - (a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the “**Service Provider Contract Manager**”).
    - (b) A number of employees or agents that it deems sufficient to perform the Services set forth in each Statement of Work, (collectively, with the Service Provider Contract Manager, “**Provider Representatives**”).
  - 2.2. Make no changes in Provider Representatives except:
    - (a) Following notice to Contractor.
    - (b) Upon the resignation, termination, death, or disability of an existing Provider Representative.
3. Contractor Obligations. Contractor shall:
  - 3.1. Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Contractor Contract Manager**”), with such designation to remain in force unless and until a successor Contractor Contract Manager is appointed.

3.2. Require that the Contractor Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

3.3. Cooperate with Service Provider in its performance of the Services and provide access to Contractor's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

3.4. Take all steps necessary, including obtaining any required licenses or consents, to prevent Contractor-caused delays in Service Provider's provision of the Services.

#### **4. Fees and Expenses.**

4.1. In consideration of the provision of the Services by the Service Provider and the rights granted to Contractor under this Agreement, Contractor shall pay the fees set forth in Service Provider's then current fee schedule, as published. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the Statement of Work, said fee will be payable within 10 days of receipt by the Contractor of an invoice from Service Provider but in no event more than 10 days after completion of the Services performed pursuant to the Statement of Work.

4.2. Contractor shall reimburse Service Provider for all reasonable expenses incurred in accordance with the Statement of Work if such expenses have been pre-approved, in writing by the Contractor Contract Manager, within 10 days of receipt by the Contractor of an invoice from Service Provider accompanied by receipts and reasonable supporting documentation.

4.3. Contractor shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Contractor hereunder; and to the extent Service Provider is required to pay any such sales, use, excise, or other taxes or other duties or charges, Contractor shall reimburse Service Provider in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Contractor pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

4.4. Except for invoiced payments that the Contractor has successfully disputed, all late payments shall bear interest at the lesser of (a) the rate of 1% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Contractor shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Contractor fails to pay any amounts when due hereunder and such failure continues for 20 days following written notice thereof.

#### **5. Limited Warranty and Limitation of Liability.**

5.1. Service Provider warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement.

- (b) Using personnel of commercially reasonable skill, experience, and qualifications.
- (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2. Service Provider's sole and exclusive liability and Contractor's sole and exclusive remedy for breach of this warranty shall be as follows:

- (a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than 10 days) after Contractor's written notice of such breach, Contractor may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.
- (b) In the event the Agreement is terminated pursuant to Section 5.2(a) above, Service Provider shall within 30 days after the effective date of termination, refund to Contractor any fees paid by the Contractor as of the date of termination for the Services or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Services up to and including the date of termination on a pro-rated basis.
- (c) The foregoing remedy shall not be available unless Contractor provides written notice of such breach within 30 days after delivery of such Services or Deliverables to Contractor.

5.3. SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION [5.1](#), ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Contractor under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") shall be owned by Service Provider. Service Provider hereby grants Contractor a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Contractor to make reasonable use of the Deliverables and the Services.

7. **Confidentiality.** From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within 5 days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally

available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, that, to the Receiving Party's knowledge was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence ,was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 and Section 8.4 only, "Receiving Party's Group" shall mean the Receiving Party's affiliates and its or their employees, officers, members, managers, agents, independent contractors, attorneys, accountants, and financial advisors.

#### 8. Term, Termination, and Survival.

8.1. This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of ten thereafter, unless sooner terminated pursuant to Section 8.2 or Section 8.3.

8.2. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach within 10 days after receipt of written notice of such breach, or such material breach is incapable of cure.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven days or is not dismissed or vacated within 30 days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.3. Notwithstanding anything to the contrary in Section 8.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Contractor fails to pay any amount when due hereunder: (a) and such failure continues for

10 days after Contractor's receipt of written notice of nonpayment; or (b) more than 2 times in any 12 month period.

8.4. The rights and obligations of the Parties set forth in this Section 8, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 7 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party's Group.

**9. Limitation of Liability.**

9.1. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CONTRACTOR OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. **Entire Agreement.** This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

11. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the

receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

Notice to Contractor: At the address first set forth above.

Notice to Service Provider: At the address set forth below.

Non-default notices may be provided by email, or other means of electronic transmission, with confirmation of delivery, and shall be deemed to have the same legal effect as delivery of an original.

12. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Amendments. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

14. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Assignment. Contractor shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Contractor of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Contractor's consent.

16. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

17. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Contractor being interested only in the results

thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Contractor the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Contractor's final approval and shall be subject to the Contractor's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

18. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

19. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to the making or performance of this Agreement, whether sounding in contract, tort, or statute are governed by, construed in accordance with and enforced under the laws of the State of New York, United States of America (including its statutes of limitations and N.Y. Gen. Oblig. Law § 5-1401), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

20. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of New York sitting in Dutchess County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the State of New York sitting in Dutchess County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

21. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 11, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

23. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Contractor to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": ( acts of God; ( flood, fire, earthquake, epidemic, pandemic, or explosion; ( war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; ( government order, law, or actions; ( embargoes or blockades in effect on or after the date of this Agreement; ( national or regional emergency; ( strikes, labor stoppages, or slowdowns, or other industrial disturbances; ( telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and ( other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon 10 days' written notice.

[Balance of page intentionally blank with signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

SERVICE PROVIDER:  
TUTTO MEDIA LLC DBA ISO CONNECTIONS

BY: \_\_\_\_\_  
Andrew Valitutto, Member

DATED: \_\_\_\_\_

CONTRACTOR:

BY: \_\_\_\_\_

\_\_\_\_\_  
[Insert Name Above]

\_\_\_\_\_  
[Insert Title Above, if any]

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
[Insert Address Above]

\_\_\_\_\_  
[Insert Email Address Above]

DATED: \_\_\_\_\_

**EXHIBIT A**  
**INITIAL STATEMENT OF WORK**

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**SCOPE OF WORK**

**1. Services Provided by ISO Connections**

- 1.1. ISO Connections provides lead generation and referral services only. ISO Connections collects project inquiries from customers seeking service-related work and facilitates the introduction of such customers to independent contractors who have enrolled in the ISO Connections contractor network.
- 1.2. ISO Connections' services are limited to:
  - 1.2.1. Marketing and promotion of contractor services
  - 1.2.2. Intake of customer project requests
  - 1.2.3. Preliminary matching of customer inquiries with participating contractors based on service type and location
  - 1.2.4. Distribution of customer lead information to contractors who elect to accept a lead for a fee
- 1.3. ISO Connections does not perform, manage, supervise, inspect, guarantee or warranty any contracting or service work.

**2. Nature of Relationship**

- 2.1. ISO Connections is not a contractor, subcontractor, employer, agent, or representative of the Contractor. Contractor operates as an independent business and retains full control over its services, pricing, scheduling, materials, and customer relationships.
- 2.2. ISO Connections is not a party to any agreement between Contractor and customer and has no involvement in negotiations, contracts, payments, warranties, or disputes between Contractor and customer.

**3. Lead Intake & Definition**

- 3.1. A "Lead" is defined as a customer inquiry submitted to ISO Connections that includes customer contact information and a description of a requested project or service.
- 3.2. All project details, including scope, timeline, and estimated budget, are provided directly by the customer and are informational only. ISO Connections does not verify the accuracy, intent, or financial ability of customers and does not guarantee that any Lead will result in contracted work.

**4. Lead Distribution Process**

- 4.1. ISO Connections will provide contractors with lead previews via email or SMS, which may include project type, general location, and estimated project size.
- 4.2. Contractor will have up to forty-eight (48) hours to accept or decline a Lead. If Contractor accepts a Lead, ISO Connections will release the customer's personal contact information to the Contractor via email or SMS.
- 4.3. Once customer information is released, the Lead is considered delivered.

## **5. Lead Fees**

- 5.1. Contractor agrees to pay a non-refundable fee for each accepted Lead, based on (i) the customer's estimated project budget (if a range, then the high end of such range) at the time the Lead is offered or (ii) the actual price agreed upon by the Contractor and the customer, whichever is the greater:

5.1.1. Projects under \$500.00:	\$25.00
5.1.2. Projects between \$500.00 and under \$1,000:	\$50.00
5.1.3. Projects between \$1,000 and under \$5,000:	\$75.00
5.1.4. Projects between \$5,000 and under \$10,000:	\$100.00
5.1.5. Projects over \$10,000:	\$250.00
- 5.2. Lead fees are due regardless of whether the customer ultimately hires the Contractor, proceeds with the project, or changes the project scope.

## **6. Payment & Collections**

- 6.1. Payment for accepted Leads is due upon receipt of ISO Connections' monthly invoice, with Net Fourteen (14) day terms.
- 6.2. Supplementing Section 8 of this Services Agreement, ISO Connections reserves the right to suspend or restrict an account for such time period as ISO Connections may determine if Contractor fails to comply with this Scope of Work, including not by limitation failure or refusal to timely satisfy invoices, misuse of customer data, or unprofessional conduct in dealing with a customer.

## **7. Contractor Responsibilities**

- 7.1. Contractor agrees to:
  - 7.1.1. Use customer information solely for the purpose of responding to and providing services related to the accepted Lead
  - 7.1.2. Contact customers promptly and professionally after accepting a Lead
  - 7.1.3. Maintain all required licenses, insurance, permits, and legal compliance necessary to perform services

- 7.1.4. Refrain from accepting Leads that Contractor does not intend to pay for or promptly respond to in good faith
- 7.2. Contractor is solely responsible for all work performed and all interactions with customers.

## **8. Non-Circumvention**

- 8.1. Contractor shall not circumvent ISO Connections by engaging commercially with customers obtained through ISO Connections without timely and fully paying the applicable Lead Fee, and any violation of the foregoing shall be deemed an event of default under this Services Agreement. This obligation applies regardless of whether services are rendered and survives termination of this Services Agreement for a period of one (1) year.

## **9. Credits & Lead Disputes**

- 9.1. ISO Connections may, in its sole discretion, issue credits for Leads deemed invalid due to incorrect contact information, duplication, or being outside the Contractor's stated service area. No credits will be issued for Leads where:

- 9.1.1. The customer chooses another contractor
- 9.1.2. The customer delays, cancels, or changes the project
- 9.1.3. The Contractor is unable to secure the work

## **10. Scope Limitations**

- 10.1. ISO Connections makes no representations or warranties regarding:
  - 10.1.1. Lead quality or conversion rates
  - 10.1.2. Customer intent or financial capacity
  - 10.1.3. Project outcomes or timelines
- 10.2. ISO Connections does not guarantee any volume of Leads or business results.

## EXHIBIT B

### DATA SECURITY AGREEMENT

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1. **Definitions**. Capitalized terms used herein shall have the meanings set forth in this Section [1].

(a) “**Authorized Persons**” means Service Provider’s employees, contractors, agents, and auditors who have a need to know or otherwise access Personal Information to enable Service Provider to perform its obligations under this Agreement, and who are bound by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

(b) “**Personal Information**” means information that Contractor provides or for which Contractor provides access to Service Provider, or information which Service Provider creates or obtains on behalf of Contractor, in accordance with this Agreement that: (i) directly or indirectly identifies an individual (including, for example, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to identify or authenticate an individual. Contractor’s business contact information is not by itself Personal Information.

(c) “**Data Breach**” means any unauthorized access to or disclosure or acquisition of Personal Information.

2. **Service Provider and Contractor Obligations**.

(a) Service Provider will:

(i) comply with the terms and conditions set forth in this Agreement.  
(ii) be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession.

(iii) use and disclose Personal Information only for the purposes for which Contractor provides the Personal Information, or access to it, pursuant to the terms and conditions of this Agreement, and not use or otherwise disclose or make available Personal Information for Service Provider’s own purposes without Contractor’s prior written consent. Service Provider may aggregate, de-identify, or anonymize Personal Information and use such aggregated, de-identified, or anonymized data, which shall no longer be considered Personal Information, for any lawful purposes.

(b) Contractor will:

(i) comply with the terms and conditions set forth in this Agreement.  
(ii) be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession.

(iii) comply with any applicable laws and regulations and use only secure methods, according to accepted industry standards, when transferring or otherwise making available Personal Information to Service Provider.

3. **Information Security**.

(a) Service Provider will comply with applicable laws and regulations in its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information.

(b) Service Provider will employ reasonable security measures to protect Personal Information in accordance with Service Provider's information security policy as amended from time to time ("Information Security Policy"), a current copy of which will be provided to Contractor upon request.

(c) If, in the course of its performance under this Agreement, Service Provider has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information on Contractor's behalf, Service Provider will comply with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, as applicable.

4. Data Breach Procedures.

(a) Service Provider maintains a cyber incident breach response plan in accordance with Service Provider's Information Security Policy ("Cyber Incident Response Plan") and will implement the procedures required under such plan on the occurrence of a Data Breach.

(b) Service Provider will notify Contractor of a Data Breach as soon as reasonably practicable after Service Provider becomes aware of it.

(c) Immediately following Service Provider's notification to Contractor of a Data Breach, the parties will coordinate with each other, as necessary, to investigate the Data Breach in accordance with Service Provider's current Cyber Incident Response Plan.

5. Security Controls Review or Audit. At least annually, Service Provider will obtain a security controls review or audit performed by an independent third party based on recognized industry standards.

6. Return or Disposal of Personal Information. On the termination or expiration of this Agreement, Service Provider will promptly return to Contractor or securely dispose of all Personal Information in its possession. If Service Provider is not reasonably able to return or securely dispose of Personal Information, including, but not limited to, Personal Information stored on backup media, Service Provider will continue to protect such Personal Information in accordance with the terms of this Agreement until such time that it can reasonably return or securely dispose of such Personal Information.