

## MASTER SERVICES AGREEMENT

This Master Services Agreement (together with the SOWs, the “**MSA**”) is effective as of October 21, 2020 (the “**Effective Date**”) and is entered by and between TribalScale Inc. (“**TribalScale**”) and Nurosene (“**Customer**”). Customer and TribalScale are individually referred to herein as a “**Party**”, and collectively or jointly, as the “**Parties**”.

TRIBALSCALE INC. (“TribalScale”)	and	Nurosene (“Customer”)
Address: 207 Queens Quay West, Suite 420 Toronto Ontario, M5J 1A7, Canada		Address: 306-32 Camden St. Toronto, ON M5V1V1
Email for Legal Notices: legal@tribalscale.com		Email for Legal Notices: jhackett@nurosene.com
Fax for Legal Notices:		Fax for Legal Notices:
		Contact for Invoices/Billing: Mike Dai
		Email for Invoices: ap@nurosene.com

### RECITALS

**WHEREAS**, the Customer may periodically engage TribalScale to provide customized professional services on a project basis pursuant to one or more written statements of work (“**SOW**”) that may be entered into between TribalScale and Customer in respect of each project (“**Project**”); and

**WHEREAS**, TribalScale is willing to provide such services to the Customer on the terms and conditions set out in this MSA.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Customer and TribalScale agree as follows:

### GENERAL TERMS AND CONDITIONS

#### 1. SERVICES.

TribalScale shall provide Services described in an SOW that details the relationship of the parties with regard to a specific project. Each SOW shall (a) be signed by the parties; (b) incorporate by reference this MSA; and (c) state the pertinent business parameters, including, but not limited to, pricing, payment, expense reimbursement, and a detailed description of the Services or deliverables to be provided.

#### 2. TERM AND TERMINATION.

**A. Term; Survival.** This MSA will commence on the Effective Date and will remain in effect unless otherwise terminated pursuant to this Section 2, and will end 1 year from the Effective Date (“**Initial Term**”). At the end of this Initial Term, this MSA will automatically renew under the existing terms of this MSA for successive 1 year periods (each a “**Renewal Term**”), unless either Party gives the other Party notice of its intent not to renew at least 60 days prior to the end of the then current term. Collectively, the Initial Term and Renewal Term(s) will be referred to as

“**Term**”. Sections 2(A), 3(B), 3(E), 3(G), and 4 through 14 will survive any termination of this MSA. Termination of this MSA or any SOW will not relieve the Customer of its obligation to pay all fees and expenses for all Services performed, including any Work Product provided in connection with such Services, prior to the effective date of termination.

**B. Termination for Convenience.** Either Party may terminate this MSA for convenience by providing the other with 30 day prior written notice. Termination of this MSA for convenience will not terminate any outstanding SOW that provides for a specific term over which the Services are to be provided, unless that SOW is also terminated pursuant to this Section 2 herein. Customer will pay TribalScale for the Services performed through the date of termination in connection with all SOW(s) and under this MSA, and TribalScale shall be entitled to receive that portion of the fees and reimbursable expenses that are due for Customer's utilization of the Services through the termination date set forth in the termination notice.

**C. Termination for Breach.** Either party may notify the other in writing in case of the other's alleged breach of a material provision of this MSA and/or an applicable SOW. The recipient shall have 30 days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice shall have the option of sending a written notice of termination of the applicable SOW(s), or the MSA if the breach affects multiple SOWs, which notice shall take effect upon receipt, completion, and payment for the Services set forth in any SOW(s), pro-rated to the date of termination. Notwithstanding the foregoing, TribalScale may suspend its services or terminate this MSA if Customer fails to pay an invoice in accordance with the SOW, and if such non-conformance is not cured within 10 days following receipt of notice from TribalScale.

### **3. PROPRIETARY RIGHTS.**

**A. Ownership.** Other than the excluded materials set forth in Sections 3B, 3C, and 3D, Customer shall own all intellectual property rights associated with works of authorship or other products developed or created and delivered by TribalScale to Customer in the course of performing Services (the "**Work Product**"), as well as Customer's derivative works thereof, subject to Customer's payment in full under such SOW and subject to TribalScale's rights in the underlying intellectual property embodied therein or used by TribalScale to perform the Services. TribalScale is not being engaged to perform any investigation of third party intellectual property rights including any searches of patents, copyrights, or trademarks related to the materials created and delivered by TribalScale.

**B. TribalScale Materials Exclusion.** "TribalScale Materials" means any: (1) materials developed by TribalScale prior to the Effective Date; (2) materials developed by TribalScale other than in performance of this MSA; (3) materials that are generally applicable to TribalScale's products and services and are not unique to the business of Customer or the SOW; or (4) any improvements TribalScale may make to its own proprietary software or any of its internal processes as a result of any SOW, provided that such improvements or use thereof do not infringe on Customer's proprietary rights. TribalScale Materials may be included in, or necessary for Customer to use, the materials created and delivered by TribalScale but are excluded from Customer's ownership rights set forth in Section 3A. Customer agrees that TribalScale Materials are the sole property of TribalScale. TribalScale hereby grants to Customer a worldwide, perpetual, royalty-free license to use TribalScale Materials solely as necessary for use as part of the Work Product. No other grants of licenses or rights to Customer will be implied from the provisions stated in this MSA. Customer shall not obliterate or remove and will reproduce TribalScale's intellectual property notices contained in the TribalScale Materials. Customer shall not reverse engineer, decompile, or

otherwise attempt to derive source code from any portions of the TribalScale Materials delivered in object code form.

**C. Open Source Materials Exclusion.** Open source software referenced in the applicable SOW or subsequently agreed to in writing by the parties ("Open Source Software") may be included in, or necessary for Customer to use, the materials created and delivered by TribalScale but are excluded from Customer's ownership rights set forth in Section 3A. TribalScale may (1) obtain such Open Source Software on Customer's behalf, (2) incorporate such Open Source Software into the materials created and delivered by TribalScale, and (3) submit back to open source libraries any improvements made to the Open Source Software during the course of performing the Services, to the extent such submissions do not violate the confidentiality obligations set forth herein. Other than the Open Source Software referenced in the applicable SOW, TribalScale will not include Open Source Software in the materials created and delivered by TribalScale without obtaining Customer's written permission. Upon reasonable request during the term, or earlier termination, of this MSA, TribalScale will provide a list of such Open Source Software used in the materials created and delivered by TribalScale.

**D. Third Party Materials Exclusion.** Materials that are not owned or created by TribalScale (other than Open Source Software) ("Third Party Materials"), may be included in, or necessary for Customer to use, the materials created and delivered by TribalScale but are excluded from Customer's ownership rights set forth in Section 3A, and Customer will be solely responsible for obtaining necessary licenses to the Third Party Materials.

**E. Reservation of Rights.** TribalScale reserves all rights not expressly granted to Customer in this MSA. Except as expressly stated, nothing herein shall be construed to (1) directly or indirectly grant to a receiving party any title to or ownership of a providing party's intellectual property rights in services or materials furnished by such providing party hereunder, or (2) preclude such providing party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Services or materials provided hereunder.

**F. Customer's Underlying Rights.** Customer represents and warrants to TribalScale that (1) Customer owns or controls all rights in and to all Customer information and materials provided by or on behalf of Customer to TribalScale pursuant to this MSA, including without limitation all rights to exploit all such Customer information and materials worldwide in all media and languages in perpetuity without encumbrance or restriction, and (2) Customer grants to TribalScale a nonexclusive, non transferable, worldwide paid-up license to make, use, modify, reproduce, and prepare derivative works of Customer information and materials, solely for the purpose of performing Services, with no right to grant sublicenses.

### **4. CONFIDENTIALITY.**

**A. Confidential Information.** “**Confidential Information**” means all information of either Party (the “Discloser”), including all business plans, sales and customer data, pricing, product plans, financial information, software, designs, formulas, methods, know how, processes, materials that is disclosed by the Discloser to the other Party (the “Recipient”) or that otherwise comes into the possession of the Recipient in connection with this MSA, and that: (i) is identified as “confidential” or “proprietary”; or (ii) a reasonable person in the circumstances would consider confidential or proprietary. For greater certainty: (1) the terms of this MSA (including the terms of each SOW) will be Confidential Information of TribalScale; and (2) Confidential Information does not include information that is: (A) known to the Recipient or in the Recipient’s possession without obligation of confidentiality prior to Recipient receiving such information; (B) publicly available through no wrongful or negligent act of the Recipient; (C) provided to the Recipient by a third party who was free to disclose such information to Recipient; or (D) independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information. Recipient will: (I) use Confidential Information of the Discloser only for the purposes of performing its obligations under this MSA (including any SOW); and (II) protect from disclosure to any third parties any Confidential Information of the Discloser using at least the same degree of care as Recipient uses to protect its own confidential or proprietary information of similar nature (but in any event no less than the degree of care a reasonable person would use in the circumstances). Notwithstanding the foregoing, Recipient may disclose any Confidential Information of the Discloser: (a) to an employee, agent, professional advisor or a subcontractor of Recipient if and to the extent such person needs to know such Confidential Information in connection with Recipient performing its obligations or receiving benefits under this MSA; or (b) to the extent necessary pursuant to applicable federal, state, provincial or local law, regulation, court order or other legal or regulatory process, provided that (if permitted by applicable law) Recipient gives Discloser prior notice of such required disclosure. Upon request by the Discloser or upon termination of this MSA, the Recipient will promptly return or, at the request of the Discloser, certify the destruction of the Discloser’s Confidential Information in the possession of Recipient.

## **5. PAYMENT TERMS.**

TribalScale shall submit invoices for fees and reimbursable costs and expenses and Customer shall pay each invoice in the manner specified in the applicable SOW. Customer will also pay all related taxes and withholdings, except for those based on TribalScale’s net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to TribalScale at [accounting@TribalScale.com](mailto:accounting@TribalScale.com). Subject to TribalScale’s credit approval, all amounts are due in the currency stated on the invoice and in full 30 days after the date of TribalScale’s invoice, with interest accruing thereafter at

the lesser of 1.5% per month or the highest lawful rate. Customer shall receive a 1% discount if invoice is paid in full 10 days after date of receipt. If all or a portion of any invoice is determined to be incorrect, the Parties will promptly investigate and correct or confirm the dispute. TribalScale is not obligated to perform its services unless Customer is current in payment of all fees and charges set forth in the SOW.

## **6. WARRANTY.**

**A. Warranty.** TribalScale shall perform Services in a workmanlike manner in accordance with generally accepted industry standards.

**B. Disclaimer and Exclusions.** EXCEPT AS OTHERWISE PROVIDED IN THIS MSA, TRIBALSCALE (INCLUDING ITS SUPPLIERS, SUBCONTRACTORS, EMPLOYEES AND AGENTS) PROVIDES SERVICES “AS IS” AND MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

**7. IP INDEMNITY.** TribalScale shall (a) defend Customer against any third party claim that the Services and the related materials (excluding any TribalScale Materials, Open Source Software and/or Third Party Materials) created and delivered by TribalScale to Customer infringe a trade secret, or a copyright enforceable in a country that is a signatory to the Berne Convention, and (b) pay the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction or the amounts stated in a written settlement signed by TribalScale. Customer shall (a) defend TribalScale against any third party claim that the materials provided by Customer or its agents for use by TribalScale infringe a trade secret, or a copyright enforceable in a country that is a signatory to the Berne Convention and (b) pay the resulting costs and damages finally awarded against TribalScale by a court of competent jurisdiction or the amounts stated in a written settlement signed by Customer. The foregoing obligations are subject to the following: the indemnitee (a) notifies the indemnitor promptly in writing of such claim, (b) grants the indemnitor sole control over the defense and settlement thereof, (c) reasonably cooperates in response to an indemnitor request for assistance, and (d) is not in material breach of this MSA. Should such a claim be made, or in the indemnitor’s opinion be likely to be made, the indemnitor may, at its option and expense, (a) procure for the indemnitee the right to make continued use thereof, (b) replace or modify such so that it becomes non-infringing, (c) request return of the subject material, or (d) discontinue the Services and refund the portion of any pre-paid Services fee that corresponds to the period of Services discontinuation. THIS SECTION STATES THE INDEMNITEE’S SOLE AND EXCLUSIVE REMEDY AND

THE INDEMNITOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

## **8. LIMITATION OF LIABILITY.**

**A. Limitation on Direct Damages.** SUBJECT TO SECTION 8(B), TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF TRIBALSCALE (INCLUDING THE LIABILITY OF ANY SUPPLIER, SUBCONTRACTOR, EMPLOYEE OR AGENT OF TRIBALSCALE) ARISING OUT OF OR IN CONNECTION WITH THIS MSA (INCLUDING ANY SOW, SERVICE OR WORK PRODUCT) WILL NOT TO EXCEED THE TOTAL SUM OF ALL AMOUNTS RECEIVED BY TRIBALSCALE FROM CUSTOMER PURSUANT TO THIS MSA IN THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE.

**B. No Indirect Damages.** EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF TRIBALSCALE PROPRIETARY RIGHTS (INCLUDING ANY LICENSE GRANTED THEREUNDER) OR CLAIMS FOR INDEMNITY ARISING UNDER SECTION 7 (IP INDEMNITY), NEITHER CUSTOMER NOR TRIBALSCALE (INCLUDING TRIBALSCALE'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES AND AGENTS) SHALL (1) HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (2) BRING ANY CLAIM BASED ON ANY SERVICE PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

**C. Applicability.** THE EXCLUSIONS AND LIMITATIONS SET OUT IN THIS SECTION 8 WILL APPLY REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM FOR DAMAGES IS BASED OR LIABILITY ARISES (INCLUDING IN TORT, CONTRACT, STRICT LIABILITY, FUNDAMENTAL BREACH OR ANY OTHER LEGAL OR EQUITABLE THEORY). THE EXISTENCE OF MORE THAN ONE CLAIMS WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT SET OUT ABOVE.

**9. EXPORT RESTRICTIONS.** Customer will comply with all applicable laws (including all applicable export laws and regulations), and will not allow the export or re-export of any materials, technology or information (including any Confidential Information of TribalScale, Work Product or TribalScale Materials) in violation of any applicable laws. Customer will be solely responsible for obtaining any governmental or regulatory export permits that may be required under applicable law in connection with this MSA (including the receipt or use by Customer of any Services or Work Product).

**10. NOTICES.** Any notices permitted or required under this MSA and/or any SOW entered into hereunder shall be in writing, and shall be deemed given when delivered (a) in person; (b) by overnight courier, upon written confirmation of receipt; (c) by certified or registered mail, with proof of

delivery; (d) by facsimile transmission with confirmation of receipt; or (e) by email, with confirmation of receipt. Notices shall be sent to the address, facsimile number or email address set forth above, or at such other address, facsimile number or email address as provided to the other party in writing.

**11. INDEPENDENT CONTRACTORS.** The parties shall act as independent contractors for all purposes under this MSA. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. TribalScale shall determine, and shall be solely responsible for, the method, details, and means of performing its services. TribalScale may select one or more of its TribalScale-trained subcontractors to assist TribalScale in the performance of its services ("**Subcontractors**"), and agrees to (a) impose written obligations consistent with the terms of this MSA on Subcontractors, and (b) require that Subcontractors comply with the terms of this MSA. TribalScale has the sole and exclusive right to supervise and control Subcontractors.

**12. RESIDUAL RIGHTS.** The terms of confidentiality under this MSA shall not be construed to limit either party's right to independently develop or acquire products or services without use of the other party's Confidential Information. TribalScale and its personnel on one hand, and Customer on the other, shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as they maintain the confidentiality of the Confidential Information as provided herein. Neither Party shall have any obligation to limit or restrict the assignment of persons performing work hereunder. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights, patents or other intellectual property rights.

## **13. MARKETING**

Customer hereby agrees to cooperate with TribalScale in marketing efforts by permitting TribalScale to: (i) post Customer's name and logo and (ii) use Customer's name and logo on its website, in a customer list in non-public portfolio materials, and on marketing materials used for the general brand awareness and promotion of TribalScales services. In no event may TribalScale use Customer's name and logo so as to imply Customer's endorsement of any products or services offered by TribalScale. Customer further agrees to serve as an occasional reference for prospective customers of TribalScale. TribalScale will not issue any press releases relating to any Services provided hereunder, including, but not limited to, any such release indicating that TribalScale is providing Services for Customer, absent Customer's prior written consent, which may be withheld in Customer's sole discretion. Except as expressly provided in Section 13, TribalScale shall not use

Customer's name, or any of Customer's logos, trademarks, trade names, trade dress, imprints, colophons or other distinctive or identifying marks or matter, for promotional or any other purpose without Customer's prior written consent.

#### **14. MISCELLANEOUS.**

**A. Entire Agreement.** This MSA and any SOW(s) entered into hereunder (a) shall constitute the complete statement of the agreement of the parties with regard to the subject matter hereof and supersedes all previous communications, agreements, promises, representations, understandings, and negotiations, whether written or oral, between the parties with respect to the subject matter of this MSA, including with respect to confidentiality and any applicable non-disclosure agreement.

**B. Amendments.** Other than amendments, modifications, or supplements to the description of services in the applicable SOW, may be modified only by a writing signed by authorized representatives of both parties. In the event of a conflict between the provisions of this MSA and the specific provisions set forth in a SOW, the provisions of this MSA shall control unless the provisions of the SOW specifically reference the provisions of this MSA that are inconsistent therewith, in which case the SOW shall control for that engagement only.

**C. Force Majeure.** Except for the payment of fees, neither party shall be liable under this MSA or any SOW because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.

**D. Customer Dependencies.** TribalScale shall not be liable under this MSA or any SOW because of failure or delay in performing its obligations hereunder on account of Customer's failure to provide timely access to facilities, space, power, documentation, networks, files, software, and Customer personnel that are reasonably necessary for TribalScale to perform its obligations.

**E. Assignment.** Neither party may assign this MSA to a separate legal entity, without the other party's written consent. Neither party shall unreasonably withhold or delay such consent; provided, however, that such written consent

shall not be required if either party assigns this MSA to a separate entity in connection with a merger, acquisition, or sale of all or substantially all of its assets with or to such other separate entity, unless the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other party. Nothing herein shall limit TribalScale's right to assign its right to receive and collect payments hereunder.

**F. Governing Law.** This MSA will be governed by and construed in accordance with the laws of the Province of Ontario, without regard to its conflicts of law provisions. Each of TribalScale and the Customer submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario. To the extent permitted by Law, TribalScale and the Customer irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this MSA in courts of such province or state.

**G. Waiver.** No waiver of a right of a Party under this MSA will be effective unless it is in writing and signed by the Party waiving its right. Any waiver of a right by a Party (or failure by a Party to enforce a provision of this MSA) will be effective only in the specific instance and for the specific purpose for which given. No waiver will be deemed a waiver of any prior or subsequent default hereunder.

**H. Severability.** If any part of this MSA and/or any SOW entered into hereunder is held unenforceable, the validity of the remaining provisions shall not be affected.

**I. Counterparts.** This MSA may be executed in counterparts with the same force and effect as if executed in one complete document by the parties. Executed copies and signatures transmitted by electronic means shall be deemed enforceable and binding.

IN WITNESS WHEREOF, the parties hereto have caused this MSA to be executed by their duly authorized representatives as of the Effective Date.

TRIBALSCALE INC. ("TribalScale")	Nurosene Inc. ("CUSTOMER")
By (Sign):  (s) "Rich Gigante"	(s) "Jaime Hackett"  By (Sign):
Name (Print): Rich Gigante	Name (Print):  Jaime Hackett
Title: VP - Business Development	Title: Director
Date: 2/3/2021	Date: 2/3/2021