

Service Agreement

NetSuite Support/Development

This contract (the "Agreement") is entered into by and between the below named parties (the "Parties").

Client (the "Client")

Confire

Contractor (the "Contractor")

SuiteRep LLC

3172 Wade Hampton Blvd.

Taylors, SC 29687

Services

Contractor agrees to perform services as described in Attachment A (the "Services") and Client agrees to pay Contractor as described in Attachment A.

Entire Agreement

For the avoidance of doubt, this Agreement shall constitute the entire agreement between the parties hereto and supersedes and replaces any and all prior written and oral agreements.

Signatures

In witness whereof, the Parties, have executed this Agreement, inclusive of Attachment A and Attachment B which are made a part hereof by this reference, as of the later of the two dates below (the "Effective Date").

Client (Confire)

Contractor (SuiteRep LLC)

Signature

Date

Signature

Date

Attachment A

Services

Term

Start date: August 1, 2026

Billing Period

Contractor bills Client Monthly

Membership

SuiteRep 40 Hour Membership: \$8200 per month

- Includes up to 40 hours a month.
- Hours exceeding 40 in a month will be billed at 205/hr.
- Up to 10 unused hours rollover into the next month

Attachment B

Terms and Conditions

The best work comes out of great relationships. Honesty, respect and gratitude are the keys to a great relationship and therefore we have an interest in treating each other with these values at all times. As much as legal documents are important, what truly binds us is our drive to do great work with great people and to develop a relationship of mutual respect and trust.

Acceptances

The undersigned representative of Client has the authority to enter into this Agreement on behalf of Client. Client agrees to cooperate and to provide Contractor with everything reasonably needed to complete the Services as, when and in the format requested by Contractor.

Contractor has the experience and ability to do everything Contractor agreed to for Client and will do it all in a professional and timely manner. Contractor will endeavor to meet every deadline that's set and to meet the expectation for Services to the best of its abilities.

Warranty

Contractor warrants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Contractor may have to others; (ii) none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Contractor); (iii) Contractor has the full right to provide Client with the assignments and rights provided for herein; (iv) Contractor shall comply with all applicable laws in the course of performing the Services and (v) if Contractor's work requires a license, Contractor has obtained that license and the license is in full force and effect.

EXCEPT AS SET FORTH IN THIS ATTACHMENT B, CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, COMPLETENESS OR RESULTS TO BE DERIVED FROM THE WORK.

EXCEPT AS SET FORTH HEREIN, ALL DELIVERABLES ARE DELIVERED ON AN "AS-IS" BASIS.

Confidentiality & Non-Disclosure

Each party shall maintain, in the strictest confidence, all Confidential Information (as defined in the next sentence) of the other party. "Confidential Information" means all (i) nonpublic information (at the time of disclosure) disclosed by one party to the other party under this

Agreement; (ii) and any information which ought reasonably be considered confidential with regard to the circumstances surrounding disclosure, whether or not such information is marked "Confidential".

In the event a party is required to disclose Confidential Information pursuant to a judicial or other governmental order, such party shall, to the maximum extent permitted by law or opinion of counsel, provide the other party with prompt notice prior to any disclosure so that the party or its client may seek other legal remedies to maintain the confidentiality of such Confidential Information.

Each party receiving Confidential Information shall be responsible for any breach of this provision that is caused by any of its employees, affiliates, representatives or agents. The obligations of this Section shall survive termination of this Agreement for a period of five (5) years.

Ownership and Licenses

Contractor agrees that Client retains ownership of all deliverables and materials developed pursuant to this Agreement (including, without limitation, all presentations, writings, ideas, concepts, designs, text, plans, and other materials that Contractor conceives or develops in connection with Contractor's services for Client, including all materials incorporated therein whether such materials were conceived or created by Contractor individually or jointly, on or off the premises of Client, or during or after working time), and Client grants Contractor the license to use the code in the following way(s):

A worldwide, non-exclusive, royalty-free license to use, modify, and reuse the code in connection with Contractor's business and services provided to other clients; provided, however, that Contractor may not sell, license, sublicense, or otherwise commercially distribute deliverables developed specifically and exclusively for Client as standalone products or services without Client's prior written consent.

Non-Solicit

Contractor agrees that during the period in which it is providing Services and for one (1) year thereafter, Contractor will not encourage or solicit any employee, vendor, client or contractor of Client to leave Client for any reason.

Relationship of Parties

Nothing contained in this Agreement shall be construed to create a partnership, joint or co-venture, agency, or employment relationship between Contractor and Client. Both Parties agree that Contractor is, and at all times during this Agreement shall remain, an independent contractor.

Term & Termination

Either Party may terminate this Agreement at any time, with or without cause, upon seven (7) days written notice.

Either Party also may at any time terminate the Agreement immediately if: (i) the other party commits a breach of this Agreement and such party does not cure a breach within five (5) business days of written notice from the non-breaching party of such breach.

If this Agreement is terminated earlier by Client without cause, Client agrees to pay Contractor any and all sums which are due and payable for: (i) services provided as of the date of termination; and (ii) expenses already incurred, including those from documented non-cancelable commitments. Contractor agrees to use the best efforts to minimize such costs and expenses.

Termination for any reason shall not affect the rights granted to Client by Contractor hereunder. Upon termination, Client shall pay to Contractor all undisputed amounts due and payable within thirty (30) days upon receipt of invoice. If upon termination Client has not paid undisputed fees owed as set forth herein for the material, deliverables or Services provided by Contractor, Client agrees not to use any such material or the product of such Service, until Client has paid Contractor in full. Any provisions or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Agreement. Notwithstanding anything to the contrary in this Agreement, Contractor shall retain a perfected security interest in the deliverable or material until Client has made payment in full for all undisputed amounts as set forth herein.

Contractor hereby agrees to release and waive its security interest in the deliverable and material upon receipt of full payment for all undisputed amounts.

Payment Terms

Payments for each invoice delivered by Contractor to Client are due within thirty (30) days of receipt. In case of overdue payments, Contractor reserves the right to stop work until payment is received unless such payment is in dispute.

Expense Reimbursement

Client shall reimburse all expenses that are reasonable and that have been authorized in writing by Client in advance; payable within thirty (30) days of itemized invoice.

Changes

Any material changes to the Services, including work to be performed and related fees must be approved by the prior written consent of both parties.

Indemnification and Limitation of Liability

Contractor agrees to indemnify, defend and hold harmless Client from any and all claims, actions, damages, and liabilities (excluding, without limitation, attorneys' fees, costs and expenses) arising (i) through Contractor's gross negligence ; (ii) out of any claim that the

materials or deliverables, or any portion thereof, in fact infringes upon or violate any proprietary rights of any third party, including but not limited to patent, copyright and trade secret rights; or (iii) from a breach or alleged breach of any of Contractor's representations, warranties or agreements herein.

Client agrees to indemnify, defend and hold harmless Contractor from any and all third party claims, actions, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising in any manner caused by Client's (i) gross negligence; (ii) out of any claim that Client provided content, or any portion thereof in fact infringes upon or violate any proprietary rights of any third party, including but not limited to patent, copyright and trade secret rights; or (iii) from a breach or alleged breach of any of Client's representations, warranties or agreements herein.

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, EITHER PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFIT, LOSS OF BUSINESS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EITHER PARTY'S PERFORMANCE HEREUNDER OR DISRUPTION OF ANY OF THE FOREGOING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AGGREGATE COMPENSATION PAID BY CLIENT TO THE CONTRACTOR UNDER THIS AGREEMENT.

Right to Authorship Credit

Both Parties agree that when asked, Client must properly identify Contractor as the creator of the deliverables. Client does not have a proactive duty to display Contractor's name together with the deliverables, but Client may not seek to mislead others that the deliverables were created by anyone other than Contractor.

Contractor will not publish any confidential or non-public work without Client's prior written consent.

Governing Law and Dispute Resolution

This Agreement and any dispute arising hereunder shall be governed by the laws of the jurisdiction of Delaware, without regard to the conflicts of law provisions thereof.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

Force Majeure

No failure or omission by a party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if such failure or omission shall arise from any cause or causes beyond the reasonable control of such party which cannot be overcome through that party's reasonable diligence, e.g., strikes, riots, war, acts of terrorism, acts of God, severe illness, invasion, fire, explosion, floods and acts of government or governmental agencies or instrumentalities.

Notices

Any notices to either Party made pursuant to this Agreement shall be made and sent (i) via US mail or a nationally recognized carrier to the other Party's address on file; (ii) or via e-mail to the other Party's designated representative. Each Party shall have an independent obligation to provide and update, as necessary, the mail and e-mail address on file for such notices. Notices sent by e-mail shall be deemed effective once sent if no error or "bounce back" has been received within twenty-four (24) hours of submission.

Miscellaneous

The section and subsection headings used in this Agreement are for convenience only and will not be used in interpreting this Agreement. Both parties have had the opportunity to review this Agreement and neither party will be deemed the drafter of this Agreement for the purposes of interpreting any ambiguity in this Agreement. The parties agree that this Agreement may be signed by manual or facsimile signatures and in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. In the event that any provision of this Agreement will be determined to be illegal or unenforceable, that provision will be first revised to give the maximum permissible effect to its original intent or, if such revision is not permitted, that specific provision will be eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.

Entire Contract

This Agreement, along with this Attachment B, and any exhibits, schedules or attachments, between the Parties supersedes any previous arrangements, oral or written, and may not be modified in any respect except by a future written agreement signed by both Parties.