

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this “**Agreement**”) is made and entered into as of August 23, 2024 (the “**Effective Date**”) by and between SLOPE.IO, Inc., a Delaware corporation, (“**Company**”) and The Speedshop KK, a Japanese corporation, (“**Contractor**”). Each of Company and Contractor may be referred to herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Company requests Contractor to perform the Services (as defined below) for it and may request Contractor to perform other Services in the future;

WHEREAS, Company and Contractor desire to enter into this Agreement, which will define respective rights and duties as to all Services to be performed; and

WHEREAS, Contractor affirms that it understands all of the provisions contained in this Agreement, and, in the case Contractor requires clarification as to one or more of the provisions contained herein, Contractor has requested clarification or otherwise sought legal guidance.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. Services

1.1 Beginning on the Effective Date and continuing for the duration of this Agreement, Contractor shall provide Company with the following services: will provide a technical audit of the performance and scalability characteristics of the Slope's Ruby on Rails web application, including recommendation on how to improve and such other services as may be described in an applicable Statement of Work (collectively, the “**Services**”).

1.2 Each statement of work (each, a “**SOW**”) shall be effective and incorporated into this Agreement when mutually agreed upon and duly executed by the Parties. Each SOW shall be numbered and dated for identification and shall include: (a) a description of the Services to be performed and any Results (as defined below) to be provided; (b) any requirements for the performance of the Services; (c) the fees associated with the Services; (d) the term and schedule for performance of the Services; and (e) such other information as determined by the Parties; provided, however, that the failure of such SOW to include any of the foregoing shall not invalidate the validity of such SOW.

1.3 Contractor shall have the sole discretion to determine the manner and means by which the Services are accomplished and will also furnish, at Contractor’s own expense, the equipment (including computer hardware and software, mobile devices, and internet access), supplies, travel expenses, and other resources used to perform the Services. Contractor, in consultation with Company, will establish Contractor’s work schedule. Contractor may utilize Contractor’s employees to provide the Services.

1.4 Contractor agrees to submit to Company, in a timely manner, any and all Results of Contractor’s work under this Agreement. The term “**Results**” means all documents, deliverables, reports, developments, information, discoveries, inventions, and other work product or deliverables generated pursuant to this Agreement or otherwise resulting from Contractor’s performance of the Services and, includes, without limitation, all deliverables described in Exhibit A or an SOW as well as all documentation of work performed under this Agreement.

2. Contractor Representations and Warranties. Contractor represents, warrants, and covenants that:

2.1 The individual signing this Agreement on behalf of Contractor is fully authorized and empowered to enter into this Agreement;

2.2 Performance of Contractor's obligations under this Agreement will not violate (a) any agreement between Contractor, or any individual employed by Contractor to provide the Services, and any other person, firm, organization, or third party; nor (b) any law or governmental regulation;

2.3 Provision of the Services does not, and shall not, breach any agreement to keep in confidence any trade secrets or confidential or proprietary information of its own or of any other party or to refrain from competing, directly or indirectly, with the business of any other party;

2.4 Neither Contractor nor any of Contractor's employees who will be providing the Services are subject to any bar, suspension, or order imposed by law or by any regulatory authority that would prevent it or them from performing the Services hereunder;

2.5 Contractor has and will at all times comply with all federal, state, and local laws, regulations, rules, and requirements, including regarding business permits and licenses that may be required for Contractor to perform the Services;

2.6 All Services will be performed in a professional and workmanlike manner, consistent with the highest standards of care, skill, and diligence, using duly qualified personnel, and in compliance with the terms and conditions of this Agreement, each applicable SOW, and applicable law;

2.7 The Services, Results, and Prior Knowledge (as defined below) and Company's use and receipt of the foregoing do not and will not infringe upon, misappropriate, or violate any privacy, patent, trademark, copyright, trade secret, or any other intellectual property rights of any third party; and

2.8 Contractor will at all times comply with the terms set forth in Exhibit B.

3. Compensation

3.1 The work performed by Contractor shall be compensated in accordance with the Pricing and Compensation Schedule set forth in Exhibit C or the applicable SOW and shall not exceed the total estimated amount specified in that schedule or the applicable SOW.

3.2 Company shall pay all undisputed fees within 30 calendar days after Company's receipt of an invoice submitted by Contractor. If Company disputes any amount owed, Company will notify Contractor of the dispute in writing within 30 business days of receiving the invoice.

3.3 Contractor acknowledges that Contractor will receive payment for approved invoices based on the type of corporate entity and services covered by this agreement. Individual contractors will receive an IRS Form 1099-MISC from Company. Contractor shall be solely responsible for all federal, state, and local taxes on all amounts received under this Agreement.

3.4 The Parties will work in good faith to resolve all fee disputes.

4. Independent Contractor Status

4.1 Contractor is an independent contractor of Company. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any fiduciary relationship.

4.2 Contractor shall have no authority to (a) act as agent for, or on behalf of, Company, (b) represent Company, or (c) bind Company in any manner.

4.3 Neither Contractor nor Contractor's employees shall be entitled to unemployment insurance benefits, worker's compensation coverage or benefits, retirement benefits, insurance, or other benefits afforded to employees of Company.

4.4 Contractor agrees to maintain workers' compensation and general liability coverage for itself and its employees in accordance with applicable state law and to furnish a copy of its certificate of workers' compensation to Company upon request.

5. Confidential Information

5.1 For purposes of this Agreement, the term "**Confidential Information**" shall mean, by way of illustration and not limitation, all information (whether or not patentable or copyrightable) owned, possessed or used by Company, including, without limitation, any invention, vendor information, customer information, equipment, trade secret, process, research, report, technical data, know-how, computer program, software, hardware design, technology, marketing or business plan or materials, forecast, financial information, budget, license, price, cost and employee list that is communicated to, learned of, developed or otherwise acquired by Contractor or its employees, agents, or contractors in the course of performing the Services or otherwise, but does not include any information that is or becomes known to the general public under circumstances involving no breach by Contractor or others of the terms of this Agreement, is generally disclosed to third parties by Company without restriction on such third parties, or is approved for release by written authorization of Company.

5.2 Contractor and its employees shall not, during the term of this Agreement or thereafter, disclose to anyone other than authorized employees of Company (or persons designated by such duly authorized employees of Company) or use for the benefit of Contractor and its employees or for any entity other than Company, any Confidential Information.

5.3 Upon termination of this Agreement or at any other time upon request by Company, Contractor shall promptly deliver to Company all of Company's Confidential Information and any work-in-process, records, files, memoranda, notes, data, reports, plans, protocols, computer programs, software, software documentation, laboratory and research notebooks and other documents (and all copies or reproductions of such materials) relating to the Services.

5.4 Nothing herein shall:

- (a) Be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order; or
- (b) Prohibit or restrict you (or your attorney) from initiating communications directly with, responding to an inquiry from, providing testimony before, or otherwise participating in any investigation or proceeding conducted by the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other federal or state regulatory authority regarding possible securities law violations without the need for permission from or notice to the Company.

5.5 Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement:

- (a) You will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:
 - (i) Is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or

- (ii) Is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- (b) If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the Company's trade secrets to your attorney and use the trade secret information in the court proceeding if you:
 - (i) File any document containing the trade secret under seal; and
 - (ii) Do not disclose the trade secret, except pursuant to court order.

6. Non-Exclusivity. Contractor is engaged by Company on a non-exclusive basis to provide the Services under this Agreement and accordingly, Company may obtain services similar to, identical to, or in addition to or outside the scope of the Services at any time during the term of this Agreement or otherwise from a third party or provide them internally. Subject to all applicable restrictions related to Confidential Information, Contractor may provide services similar to, identical to, or in addition to or outside the scope of the Services at any time, during the term of this Agreement or otherwise, to a third party.

7. Intellectual Property

7.1 Company shall be the sole and exclusive owner of all Results. Company shall own all right, title, and interest in and to the Results and all intellectual property rights therein. All Results that are subject to copyright protection and reduced to tangible form in whole or in part by Contractor are and will be deemed to be "work made for hire" as that term is used in the United States Copyright Act. To the extent the Results are not deemed to be "work made for hire," Contractor hereby assigns to Company all right, title, and interest in and to all Results and all intellectual property rights therein. With regard to any portion of the Results that is not assigned to Company and as to which ownership does not vest in Company pursuant to the United States Copyright Act, Contractor hereby grants to Company an unlimited, irrevocable, royalty-free, perpetual, worldwide, transferable license to use, adapt, translate, create derivative works from, perform, display, make, have made, import, disclose, exploit, sublicense, and exercise such Results. Upon the request of Company, Contractor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as reasonably may be determined to be necessary or desirable to assist Company to evidence, enforce, transfer, prosecute, register, perfect, defend, or record its rights in or to all Results and the rights and waivers granted to Company under this Agreement.

7.2 As between Contractor and Company, Contractor exclusively owns and retains all right, title and interest (including, but not limited to, all copyrights, patents, trademarks, trade secrets and other intellectual property rights) in and to all internal designs, methods, ideas, concepts, know-how, techniques, generic documents, templates, algorithms, and formulas, together with any and all modifications, improvements, enhancements, or derivatives of any of the same, that were conceived, derived, authored, developed, or reduced to practice by Contractor, or otherwise were in Contractor's possession, prior to performance of the Services or creation of the Results ("**Prior Knowledge**"). Contractor hereby grants to Company an unlimited, irrevocable, fully paid up, perpetual, worldwide, transferable license to use, adapt, translate, create derivative works from, perform, display, make, have made, import, disclose, exploit, sublicense, and exercise the Prior Knowledge to the extent included in the Results or as otherwise necessary to realize the benefits of the Services and/or the Results.

7.3 Company may suggest, and the parties jointly may discover or create findings, inventions, improvements, discoveries, or ideas during the term of this Agreement and relating to the Services provided hereunder ("**Developed IP**"). Any such Developed IP shall be and remain solely the property of Company.

8. Limitation of Liability. COMPANY'S TOTAL LIABILITY TO CONTRACTOR FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO THE FEES PAID TO CONTRACTOR BY COMPANY UNDER THIS AGREEMENT. COMPANY HAS NO LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless Company, its affiliates, and their respective officers, directors, agents, and employees from any and all claims, demands, causes of action, lawsuits, proceedings, assessments, investigations, judgments, losses, liabilities, damages, awards, penalties, fines, settlements, costs, and expenses (including attorneys' fees and costs) arising out of, or relating to, the Services, a breach of this Agreement, or Contractor's actions or inactions or those of its employees, agents or subcontractors. This provision shall survive the termination of this Agreement. Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment owed to Contractor.

10. Term and Termination

10.1 The term of this Agreement shall commence on the Effective Date and shall continue for a period of one year OR until the Services are completed unless terminated earlier in accordance with this Section 10. Any extension of the term of this Agreement will be subject to mutual written agreement between Contractor and the Company, and shall continue in full force and effect indefinitely, until terminated pursuant to this Section.

10.2 Company or Contractor may terminate this Agreement for any reason upon 30 calendar days' written notice to the other party to this Agreement. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement immediately by providing written notice to the breaching party.

10.3 Upon termination of this Agreement for any reason, or at any other time upon Company's written request, Contractor shall promptly (a) deliver to Company all deliverables and Results; (b) return to Company all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on Company's Confidential Information; and (c) with regard to Confidential Information in intangible form, transmit all such Confidential Information to Company and permanently erase all such Confidential Information.

11. Miscellaneous

11.1 This Agreement, including all exhibits hereto and the SOWs, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, with respect thereto.

11.2 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party. No modifications to this Agreement shall be binding upon Company without the express, written consent of Company.

11.3 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

11.4 This Agreement shall not be assigned by Contractor without the express consent of Company

11.5 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

11.6 All notices given under this Agreement shall be in writing and shall be delivered personally, sent by facsimile, overnight courier service, or mailed by prepaid, certified mail (return receipt requested) to the party for which it is intended to the address provided in the opening paragraph hereof. Any notice so given shall be deemed to have been received on the date on which it was personally delivered or transmitted by confirmed facsimile copy or on the date received as set forth on the return receipt if sent by registered or certified mail or overnight courier service. A party may change his or its address for purposes of receipt of such communication by giving prior written notice of such change to the other party in the manner prescribed above.

11.7 This Agreement may be executed in two counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but both of which together shall constitute but one and the same instrument.

12. Governing Law and Jurisdiction/Waiver of Jury Trial

12.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement shall only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Virginia. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF VIRGINIA.

12.2 THE PARTIES HERETO IRREVOCABLY, KNOWINGLY, AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE AND AGREE AND UNDERSTAND THAT THE EFFECT OF THIS SECTION 12.2 IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY.

[signature page follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have each executed this Agreement as of the Effective Date.

SLOPE.IO, INC.

DocuSigned by:
Terrell Edwards
E0A6CA66AD264E8...

8/26/2024 | 1:46 PM EDT

By: _____ Date: _____

Terrell Edwards COO

Name: _____ Title: _____

Address: Slope.io Inc.
440 Monticello Avenue Suite 1802
PMB 21103
Norfolk, VA 23510

CONTRACTOR

DocuSigned by:
Nate Berkopec
2DD8182315324E3...

8/26/2024 | 2:24 PM PDT

By: _____ Date: _____

Nate Berkopec Founder

Name: _____ Title: _____

Address: 1-1-30-1, HAMATAKE CHIGASAKI,
KANAGAWA, 253-0021 Japan

EXHIBIT A
SOW #1

Please see attached SOW.

EXHIBIT B

Information Security

This Exhibit forms part of the Agreement between Company and Contractor. Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such term in the Agreement.

1. **Standards.** Contractor will implement and maintain appropriate organizational, administrative, and technical controls (including with respect to personnel, facilities, hardware, software, storage, networks, access controls, monitoring, logging, vulnerability and breach detection, incident response, and encryption) that meet or exceed current industry standards to (i) ensure the security, confidentiality, availability, and integrity of Confidential Information, and (ii) prevent unauthorized or unlawful Processing, access, accidental loss, disclosure, destruction, damage of Confidential Information, including such controls as set forth in this Exhibit. Contractor will not materially decrease the overall security of its operations during the term of the Agreement.

1.1. **Security Program.** Contractor shall implement and maintain a comprehensive written information security program that is aligned with industry best practices and appropriate to the nature and scope of Contractor's activities and services. The information security program shall include documented policies and procedures addressing, at a minimum, the controls required under this Exhibit, information classification, data handling, encryption, acceptable use, change management, and network security. The policies and procedures shall be kept up to date and revised whenever relevant changes are made that impact the security, confidentiality, and integrity of the services provided.

1.2. **Personnel.** Contractor shall take commercially reasonable steps to ensure the reliability of its personnel. This shall include, but not be limited to, acceptable use requirements, supervision, having confidentiality and privacy agreements signed by employees, and performing (and maintaining records of) background checks for all employees and contractors. Contractor shall implement and maintain a security and privacy awareness program to train all employees and contractors, and a disciplinary process shall be established for non-compliance with such program. This training program shall include but is not limited to training about data classification obligations, physical security controls, security practices, and security incident reporting. Contractor shall provide said training upon hire and annually thereafter, and in some cases as deemed necessary more frequently. Contractor shall have clearly defined roles and responsibilities for employees and contractors.

1.3. **Subcontractors.** Contractor will ensure all subcontractors and sub-processors who process or access or support systems that process or access Confidential Information enter into a written agreement that commits the subcontractor or sub-processor to adhere to security requirements no less rigorous than those set forth in this Exhibit, and Contractor shall conduct reasonable due diligence and security assessments of all subcontractors and sub-processors on a regular cadence.

1.4. **Physical Security.** Contractor shall maintain appropriate physical security measures designed to protect and secure relevant facilities and tangible items (such as physical computer systems, networks, servers, and devices), including layered controls covering perimeter and interior barriers, individual physical access controls, strongly constructed facilities, suitable locks with key management procedures, access logging, and intruder alarms/alerts and response procedures.

1.5. **Access Controls.** Contractor shall implement and maintain commercially reasonable and appropriate physical and technical access controls to prevent unauthorized access and disclosure of Confidential Information, following industry best practices such as least privilege principle and segregation of duties, including:

1.5.1. Establishing and enforcing access control policies and measures to ensure that only individuals who have a legitimate need to access Confidential Information will have such access, including multi-factor authentication;

1.5.2. Promptly terminating an individual's access when such access is no longer required for performance under the Agreement;

1.5.3. Logging the appropriate details of access to Confidential Information on Contractor systems and equipment, plus alarms for attempted access violations, and retaining such records for no less than 90 days;

1.5.4. Implementing reasonable user account management procedures to securely create, amend, and delete user accounts on networks, systems, and devices, including monitoring redundant accounts and ensuring that information owners properly authorize all user account requests. Contractor shall perform access reviews for all employees and contractors in accordance with the policy, and findings shall be remediated in a timely manner.

1.6. Separation. Contractor warrants that all Confidential Information is maintained so as to be logically segmented from other of Contractor's customers' data.

1.7. Patching. Contractor shall maintain controls and processes designed to ensure that all operating system and application security patches are installed within the timeframe recommended or required by the issuer of the patch.

1.8. Anti-virus. Contractor shall deploy and maintain reasonable and up-to-date anti-virus, anti-malware, anti-spam, and similar controls and software on all Contractor networks, systems, devices, servers, and workstations. Contractor will configure the software to perform periodic endpoint scans and promptly remediate any findings.

1.9. Encryption. Using a reasonable and industry standard encryption standard, Contractor will encrypt all Confidential Information that is (a) stored on portable devices or portable electronic media; (b) transferred across any external network not solely managed by Contractor; and (c) at rest on Contractor's systems. Contractor shall ensure that Confidential Information cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage, and that the recipients of any transfer of Confidential Information by means of data transmission facilities can be established and verified.

1.10. Availability. Contractor shall ensure that Confidential Information is protected against accidental destruction or loss, and that disaster recovery and business resumption plans are implemented and tested in accordance with industry best practices.

1.11. Continuous Self-Assessment. Contractor will continuously monitor risk to Confidential Information and ensure that the safeguards are properly designed and maintained to protect the confidentiality, integrity, and availability of Confidential Information. As part of Contractor's continuous self-assessment program, Contractor will at a minimum do the following: (1) periodically (but no less than once per year) ensure third party penetration tests and other appropriate vulnerability tests are conducted, and document the effectiveness of Contractor's safeguards; (2) promptly fix high and critical severity findings; and (3) promptly apply any high or critical severity security patches to production servers, endpoints, and endpoint management systems.

1.12. Correcting Vulnerabilities. Contractor will promptly correct or mitigate at Contractor's own cost (a) any vulnerability within a reasonable period, and (b) any material vulnerability within a period not to exceed 60 days. If Contractor is unable to correct or mitigate the vulnerabilities within the specified time period, Contractor must promptly notify Company and propose reasonable remedies.

1.13. **DPA.** In the event Company determines that the Parties must enter into a data processing agreement to comply with applicable law, the Parties shall negotiate in good faith to enter into a data processing agreement that satisfies all applicable legal requirements.

2. **Network Security.** Contractor shall secure networks by utilizing a defense-in-depth approach that utilizes commercially available equipment and industry standard techniques, including without limitation firewalls, intrusion detection systems, intrusion prevention system, web filtering, access control lists, and routing protocols on any Contractor controlled network used to process, store, transmit, or access Confidential Information. Appropriate response and recovery plans to monitor potential unauthorized access to said network(s) and system shall be implemented.

2.1. **Remote Access.** Contractor shall implement and maintain a remote access policy for all employees and contractors. When remote connectivity to Contractor controlled network(s) is required, Contractor shall require use of VPN servers for the remote access and multi-factor authentication (MFA) for all accounts with privileged or elevated access rights to systems or application hosting or processing Confidential Information.

2.2. **Wireless Security.** Contractor shall implement and utilize then current and most secure wireless security protocols, such as Wi-Fi Protected Access 2 (“WPA2”), or better. Contractor shall ensure remote employees utilizing Wi-Fi follow the same security requirements.

2.3. **Guest Networks.** Contractor shall implement appropriate controls to ensure that only authorized devices are connected to the network. In addition, a segregated network shall be deployed to allow guest access for visitors to Contractor facilities. In no case shall Contractor allow guests or non-Contractor managed endpoints access to Contractor’s corporate, production networks, or systems.

3. **Security Testing**

3.1. **Vulnerability Management Program.** Contractor shall maintain a Vulnerability Management Program, which adheres to industry best practices. At minimum, Contractor shall: (a) conduct comprehensive scans for known vulnerabilities on all externally facing systems, managed and controlled by Contractor and on Contractor-managed and controlled networks; (b) allow Company’s security team to perform penetration testing with an advance notice of 15 business days; (c) ensure all urgent, critical, and high vulnerabilities identified as part of the scans/testing are remediated within the recognized standard; and (d) ensure all urgent, critical, and high patches are implemented in a timely manner if a stable patch is made available by the supplier.

3.2. **Company Assessment.** On Company’s written request, Contractor will promptly and accurately complete written privacy and security questionnaire(s) regarding any network, application, system, or device, or safeguard. Contractor will provide any additional assistance and cooperation that Company may reasonably require during any assessment, including providing Company with reasonable access to personnel, information, documentation, infrastructure and application software.

4. **Asset Management.** Contractor shall implement and maintain an asset management program, which includes a centralized asset management tool with remote lock and remote wipe capabilities. Contractor shall only use trusted devices that are configured with security software (i.e., anti-virus, anti-malware, encryption, etc.) and protected against corruption, loss, or disclosure. Furthermore, Contractor shall implement and maintain the following for all endpoints (desktops, laptops, smartphones, etc.):

4.1. Tag and maintain an up-to-date inventory of all assets including workstations, servers, software, etc. using an asset management inventory system.

4.2. Ensure all endpoints are encrypted (i.e., full disk encryption, endpoint encryption);

- 4.3. Ensure firewall is enabled on all endpoints;
- 4.4. Ensure endpoints are scanned on a minimum of daily basis and findings remediated;
- 4.5. Ensure employees and contractors are utilizing the latest and most secure web-browser;
- 4.6. Limit the admin privileges for assets to employees and contractors authorized for such privileges as a part of their job duties;
- 4.7. Ensure endpoints are configured, following industry best practices, for password rotation, account lock, failed attempts, use of default passwords, password age, and password complexity.
- 4.8. Implement web filters to block access to malicious websites; and
- 4.9. Ensure endpoints are configured to automatically apply patches using a central tool.
- 4.10. Implement Data Loss Prevention controls or equivalent security controls to ensure Confidential Information is not shared/leaked via network file sharing, file uploads to cloud storage, data transfers over USB/Card Reader/CD/DVD drives, emails, other outgoing traffic.

5. Incident Response

5.1. Contractor shall notify Company of a Data Incident without undue delay and, in any event, within 24 hours of discovery. Such notice shall identify the cause of the Data Incident, the information and categories of data affected, the steps taken to remediate the Data Incident, any information as may be needed to report the Data Incident to a governmental authority or individual, and any other information requested by Company. Contractor shall supplement the information provided as additional information becomes available. Company will decide whether any notice of breach is legally required to be given to any person, and if so, the content of that notice. Contractor shall reimburse Company for all costs and expenses incurred by Company as a result of a Data Incident. The occurrence of a Data Incident will be a material breach of the Agreement.

5.2. Contractor shall immediately take action to contain and investigate the Data Incident, to identify, prevent, and mitigate the effects of any such Data Incident, and to carry out any recovery or other action necessary to remedy the Data Incident. Contractor shall use best efforts to remedy any Data Incident immediately but no later than within thirty (30) days of discovery. Contractor acknowledges and agrees that Company may take reasonable and appropriate steps to stop and remediate any Data Incident.

5.3. Contractor shall provide all assistance requested by Company in responding to a Data Incident, including: mitigating its effects, documenting its effects and any remedial actions taken, reporting the matter as required by applicable laws, responding to any inquiries from a governmental authority, and notifying affected individuals. Contractor will not make any statement or notification to any third party relating to a Data Incident without prior written approval of Company.

5.4. Contractor shall implement and maintain a formal Incident Response Plan, in accordance with industry best practices, which describes the processes and procedures that Contractor follows to identify, respond to, remediate, and resolve Data Incidents, security incidents, including a potential or actual compromise of Confidential Information. It should include discovery, investigation, escalation, containment, notification, documentation and evidence chain-of-custody controls.

5.5. For purposes hereof, “**Data Incident**” means the actual or reasonably suspected theft, destruction, alteration, damage, loss, use, disclosure, processing, or access to Company’s Confidential Information.

6. Records; Destruction

6.1. Records. Contractor will keep at its normal place of business detailed, accurate, and up-to-date records relating to access to Confidential Information and sufficient to meet Contractor's obligations under this Exhibit. Contractor will make such records available to Company on request.

6.2. Sanitization. Contractor will use a media sanitization process that deletes and destroys data in accordance with the US Department of Commerce's National Institute of Standards and Technology's guidelines in NIST Special Publication 800-88 or equivalent standard.

EXHIBIT C

Pricing and Compensation Schedule

The Services shall be performed at the rate specified below and shall not exceed the amount specified below:

See attached SOW

This Statement of Work between The Speedshop KK (“Speedshop”), a Japanese Corporation, and Slope.io, Inc. (“Slope”), outlines the agreement to engage Speedshop for consulting services to begin September 3rd, 2024, and end September 17th, 2024.

Project Name: Ruby Performance Optimization Audit

Project Term: 2 Weeks Start Date: 09/03/2024 End Date: 09/17/2024

Project Fees: The Ruby Performance Optimization Audit will be delivered as a fixed fee project. The project will be invoiced upon the audit’s completion.

Fee Upon Completion: \$16,000.00 USD

Total \$16,000.00 USD

SERVICE DESCRIPTION AND DELIVERABLE

Speedshop’s founder, Nate Berkopec, will provide a technical audit of the performance and scalability characteristics of the Slope's Ruby on Rails web application. This audit will include recommendations about how to improve the performance of the Ruby on Rails application.

Speedshop’s deliverable will be a written report, in digital format, detailing all recommendations and audit findings.

The project will be delivered remotely.

SLOPE’S RESPONSIBILITIES

Slope must provide access to key personnel, systems, and source code for the Ruby application.


INVOICING

Speedshop will invoice Slope upon completion of the audit. Specifically, Speedshop will invoice Slope \$16,000.00 USD (Sixteen Thousand and 00/100 USD) upon project completion. Payments will be made in United States Dollars.

All invoices are due fifteen (15) calendar days from the date of the invoice.

Neither party shall be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, acts of God, acts of terrorism, acts of war, epidemics, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors.

Slope Intermediate Holding Company (“Slope”)

Signature: 
Name: **Terry Edwards**
Title: **COO**
Date: **8/26/2024 | 1:46 PM EDT**

The Speedshop KK (“Speedshop”)

Signature: 
Name: **Nate Berkopec**
Title: **Owner**
Date: **August 22, 2024**