

## **APM Consulting Agreement**

Recora Inc (“Client”) and The Speedshop Kabushiki Kaisha (“Speedshop” and collectively the “Parties” and individually as a “Party”) enter into this APM Consulting Agreement (the “Agreement”) as follows:

### **Article 1 (Purpose)**

Client requires consulting services related to the application performance and scaling issues (the “Services”) of their Ruby on Rails web application(s) (the “Applications”) and Speedshop agrees to provide the Services.

### **Article 2 (Services)**

1. The Services provided by Speedshop under this Agreement consist of the following:
  - responding to Client’s questions and requests regarding performance and scalability of the Applications, through collaboration channels such as Slack, project management tools (e.g., Linear, Basecamp), and teleconferencing platforms (e.g., Zoom, Google Meet);
  - setting up, configuring, and maintaining dashboards, automated alerts, and monitors within Client’s existing application performance monitoring (APM) and observability services; and
  - providing a monthly written report summarizing observed performance and scalability issues and recommendations.
2. From time to time, and at Speedshop’s discretion, the Services may include the preparation of example code, suggested changes, or code modifications intended to demonstrate or clarify. All such contributions are provided solely as an adjunct to the consulting Services described above and do not constitute delivery, testing, or deployment of production-ready code.
3. Any work not expressly described in this Article, including but not limited to internal trainings, anti-harassment trainings, or other compliance programs is outside the scope of the Services and may be performed by Speedshop only under a separate written agreement and for additional fees.

### **Article 3 (Implementation and Time)**

1. Speedshop will provide all of the Services remotely to Clients.
2. Speedshop shall make reasonable efforts to timely respond to Client’s inquiries, provided, however, that Speedshop does not provide any guarantee with respect to the time it takes to respond to each Client’s inquiry.

### **Article 4 (Fees)**

1. Client shall pay 3000 US Dollars per month (exclusive of consumption tax) to Speedshop as consideration for the Services (the “Fees”).
2. The Fees and Expenses (as defined in Article 5) shall be paid within 15th day of Client’s receipt of invoice issued by Speedshop.

## **Article 5 (Costs)**

Client shall reimburse Speedshop solely for reasonable and necessary expenses actually incurred in connection with performing the Services. All expenses must be approved in writing by Client in advance of being incurred. Speedshop shall provide reasonable documentation with any request for reimbursement.

## **Article 6 (Delay Damages)**

If Client does not fulfill its payment obligations (excluding disputed payments, if any) on the payment due date as stipulated in paragraph 2 Article 4, 14.6% per annum of the total payment due and payable shall accrue as the delay damages, calculated from the day after the payment date until the completion of the full payment.

## **Article 7 (Obligations)**

1. In connection with the performance of the Services, Client shall provide Speedshop with all such cooperation and assistance as Speedshop reasonably requests, or otherwise may reasonably be required, to enable Speedshop to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.
2. If any materials, information or data (collectively “Materials”) are necessary for the performance of the Services, Speedshop may request Client to provide such Materials and Client shall provide such Materials without delay to Speedshop.
3. Client agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.

## **Article 8 (Use of Equipment)**

1. Speedshop will use its own computers, networks, and tools. Client shall not require Speedshop to use Client-managed endpoint equipment or software (e.g. laptops, VPNs, MDM/EDR agents) except as listed below.
2. Speedshop maintains its own security policies and procedures and will provide documentation on request.
3. Client will provide and manage accounts for any Client-owned SaaS or cloud services used in the engagement. Speedshop will use such accounts on a least-privilege basis.
4. Speedshop will utilize Client VPN as directed by Client for uses that involve confidential, personally identifiable, or protected health information.

## **Article 9 (Subcontracting)**

Speedshop may subcontract any part or all of the Services to a third party with Client’s prior written consent; provided that Speedshop shall ensure such third party fully complies with this Agreement and assumes all responsibility and liability for their actions.

## Article 10 (Confidentiality)

1. Neither Party shall disclose or divulge to a third party any information of the other Party, including business or technical information obtained through the performance of the Services ("Confidential Information"), without the prior written consent of the other Party. For the avoidance of doubt, Materials are included in Client's Confidential Information. The Parties shall use Confidential Information solely for the performance of the Services and shall not use it for any purpose other than purposes contemplated herein. Confidential Information shall not be disclosed to any third party by any way including in writing, orally, or through electronic media.
2. Notwithstanding the preceding paragraph 1 of this Article 9, the following items do not fall under Confidential Information:
  - information that is in the public domain at the time of the disclosure;
  - information already in possession of the recipient at the time of the disclosure;
  - information that enters into the public domain for reasons not attributable to the recipient after the disclosure;
  - information duly obtained from a duly authorized third party without any obligation of confidentiality; or
  - information independently developed without reference to Confidential Information of other party.
3. Notwithstanding paragraph 1 of this Article 9, Speedshop may disclose Confidential Information without the prior written consent of Client in any of the following events:
  - Speedshop may disclose Confidential Information to its officers or employees or to its affiliates, or experts such as lawyers, accountants, or tax accountants within the scope necessary for the performance of the Services; provided that the person to whom the disclosure is to be made is held to at least the same confidentiality obligations as those set forth in this Agreement in accordance with any applicable laws, regulations, or other agreements where it is a party; and
  - if Speedshop is required or requested to disclose Confidential Information by the government, any competent authorities, regulatory authorities, courts, or financial instruments exchange pursuant to applicable laws and regulations (including the rules of financial instruments exchanges), Speedshop may disclose Confidential Information, provided that Speedshop shall notify Client of the content of such disclosure in advance (in the event such notification in advance is not permissible by law, as soon as possible after such disclosure).
4. Work Made For Hire. Except for the Speedshop Materials identified below of this Agreement, all materials, products, and modifications developed or prepared by Speedshop under this Agreement, including without limitation, forms, images, text, data, documents and any elements relating thereto, including the deliverables, are the property of Client and all right, title and interest therein shall vest in Client and shall be deemed to be a "work made for hire" under United States copyright law (17 U.S.C. § 101 et seq.) and made in the course of this Agreement. To the extent that title to any such works (other than Speedshop Materials) may not, by operation of law, vest in Client or such works may not be considered to be work made for hire, all right, title and interest therein are hereby irrevocably assigned to Client. All such materials shall belong exclusively to Client with Client having the right to obtain

and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof.

5. Speedshop Materials. Except for the “work made for hire” identified above of this Agreement, Speedshop will retain sole and exclusive ownership of all right, title, and interest in Speedshop’s materials including, without limitation, its work papers, proprietary information, processes, methodologies, know-how, software ideas, concepts, technologies, algorithms, techniques, arrangements, depictions or presentations relating to Speedshop’s rendering of the Services, including such information as existed prior to the delivery of Services and to the extent such information is of general application, anything which Speedshop may create or develop during the provision of Services to Client (the “Speedshop Materials”). To the extent that Speedshop’s deliverables and related materials contain Speedshop Materials, Speedshop grants Client a non-exclusive non-assignable royalty-free license to use in connection with the deliverables.
6. Upon termination, all Confidential Information of Client and all Client property shall be promptly returned or destroyed at Client’s direction.

## **Article 11 (Compensation for Damage)**

1. If a Party is obliged to pay damages, regardless of the legal grounds, including liability for non-performance, tort, statutory liabilities, or attorneys’ fee to the other Party in connection with this Agreement, such Party shall compensate the other Party only for direct and actual damages.
2. Except in the case of gross negligence or willful misconduct, in no event shall either party’s liability to the other or any third party exceed the Fees paid by Client to Speedshop for the three-month period preceding the date of the claim arose.

## **Article 12 (Force Majeure)**

1. Force Majeure means, in this Agreement, circumstances beyond its reasonable control, including, without limitation, earthquake, typhoon, tsunami and other acts of God, wars, civil disturbances, riot, acts of terrorism, unexpected accident, strike, lockout, occurrence of serious disease or infectious disease, change in laws or regulations, and acts of any governmental body.
2. Neither Party shall be liable for any failure of or delay in performance of its obligation under this Agreement, except for its obligation to pay money due and payable, to the extent such failure or delay is due to Force Majeure or disease or injury.

## **Article 13 (Termination for Cause)**

1. Either Party may unilaterally terminate this Agreement if the other Party breaches any provision of this Agreement and does not cure such breach within 30 days; provided, however, that the right to terminate this Agreement does not apply if the degree of such breach when such period lapses is minor in light of this Agreement and common sense of the transaction.
2. Either Party may unilaterally terminate all or a part of this Agreement immediately without prior written notice to the other Party if any of the following events applies to the other Party (unless such event is attributable to the terminating Party):

- if the other Party commits any material breach of this Agreement or is in breach of good faith;
- if the other Party become subject of a voluntary or involuntary bankruptcy procedure, civil rehabilitation procedure, corporate reorganization procedure, or any other liquidation procedure;
- if the other Party becomes insolvent;
- if a note or cheque issued or underwritten by the other Party is dishonored; or
- if the other Party dissolves itself or abolishes its businesses.

3. If this Agreement is terminated in accordance with paragraph 1 or 2 of this Article, the breaching Party's obligations under this Agreement will be accelerated and become immediately due and payable, and such Party shall forthwith fulfill all of its obligations to the terminating Party.
4. Termination as set forth in paragraph 1 or 2 of this Article will not preclude the terminating Party from making a claim for damages against the other Party.

## **Article 14 (Term)**

1. The term of this Agreement is for 6 months from December 01, 2025 until May 31, 2026.
2. Notwithstanding paragraph 1 of this Article, unless either Party notifies the other Party in writing of its intention to amend or terminate this Agreement no later than 1 months before the expiration date, this Agreement will be automatically renewed for 1 month, and the same terms and conditions will apply to other subsequent renewals.

## **Article 15 (Prohibition of Assignment)**

Except in the event of merger or acquisition, neither Party may assign any of the rights or delegate any of its obligations under this Agreement except without obtaining the prior written consent of the other Party. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

## **Article 16 (Entire Agreement)**

This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and merges and supersedes all previous discussion, negotiations and agreements, either oral or written, with respect to the subject matter hereof, and no addition to or modification of this Agreement shall be binding on either Party hereto unless reduced to writing and agreed upon by each of the Parties hereto.

## **Article 17 (Governing Law and Jurisdiction)**

1. This Agreement will be governed by and construed in accordance with the laws of Japan.
2. The Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of Tokyo District Courts.

## Article 18 (Survival)

All payment obligations of Client hereunder shall survive termination. The provisions of Article 10 (Confidentiality) will survive the termination of this Agreement for the period of 3 years. The provisions of Article 11 (Compensation for Damage), Article 12 (Force Majeure), paragraph 3 and 4 of Article 13 (Termination for Cause), Article 15 (Prohibition of Assignment), Article 16 (Entire Agreement), Article 17 (Governing Law and Jurisdiction), and this Article (Survival) will survive the termination of this Agreement and will remain in full force and effect after the termination of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and each Party shall retain one (1) copy each, duly signed and sealed by each Party, respectively.

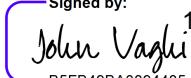
October 24, 2025

**Client:**

Address: 77 Hudson Street, Suite 5, New York NY 10013 USA

Entity name: Recora Inc

Title and Name of Representative: John Vaghi, Head of Engineering

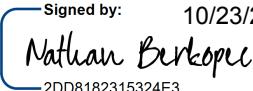
Signature:  Signed by: 10/24/2025

Speedshop: B5FB49BA0894485...

Address: 1-1-30-1 Hamatake, Chigasaki, Japan, 253-0021

Entity name: The Speedshop KK

Title and Name of Representative: Nathan Berkope, Director

Signature:  Signed by: 10/23/2025

Nathan Berkope

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