

Master Services Agreement (MSA)

Effective as of December 1, 2025

This Master Services Agreement (“Agreement”) is entered into by and between **THRV Capital, Inc. dba CounselFi**, a Delaware public benefit corporation (“CounselFi”), and the entity identified in the applicable Quote (“Client”).

1. Services and Contract Structure

1.1 Quotes. The specific services, subscription terms, and fees will be described in one or more Quotes executed by the parties. Each Quote is incorporated into and governed by this Agreement.

1.2 Service Level Terms. Certain Services may be subject to additional Service Level Terms published by CounselFi from time to time and referenced in the applicable Quote. Such Service Level Terms are incorporated into this Agreement by reference.

1.3 Precedence. In the event of a conflict: (i) a Quote governs over the Service Level Terms and this Agreement, and (ii) this Agreement governs over the Service Level Terms.

2. Term

This Agreement begins on the Effective Date of the first Quote and continues until terminated under Section 12.

Unless otherwise stated in a Quote, Services are provided on a subscription basis and may be terminated by either party per Section 12. Such subscriptions will automatically renew for successive terms of equal length unless either party provides written notice of non-renewal at least fifteen (15) days before the end of the then-current term. All fees for fixed-term subscriptions are non-refundable once invoiced or paid, except where required by law or expressly agreed in writing.

3. Fees and Payment

- Fees are payable as set forth in the applicable Quote.
 - Payments are due in advance of service delivery.
 - CounselFi may suspend Services for non-payment.
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4. Independent Contractor

CounselFi provides Services as an independent contractor, not as an employee, partner, or agent of Client.

5. Confidentiality

Each party agrees to protect Confidential Information with at least the same care it uses for its own confidential information, but no less than reasonable care.

6. Intellectual Property & Work Product

- Work product created exclusively for Client is assigned to Client.
 - CounselFi retains ownership of its pre-existing or independently developed tools, templates, and know-how.
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7. Client Responsibilities

Client will provide timely access to data, systems, and personnel necessary for CounselFi to deliver the Services.

8. Projects Outside Scope

Any services outside the scope of a Quote require written approval and will be billed at CounselFi's then-current rates.

9. Non-Solicitation

Neither party will solicit for employment any employee of the other directly involved in Services for twelve (12) months after termination of this Agreement.

10. Limitation of Liability

- CounselFi's liability is capped at the amounts paid by Client in the three (3) months prior to the claim.
 - CounselFi is not liable for indirect, special, or consequential damages.
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11. Disclaimer of Warranties

CounselFi provides the Services "as is" and disclaims all warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose, or results. CounselFi does not warrant that the Services will be error-free or uninterrupted.

12. Termination

- Either party may terminate this Agreement or a Quote for material breach with thirty (30) days' notice if uncured.
 - Either party may terminate a Quote by giving at least fifteen (15) days' notice before renewal.
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13. Governing Law and Arbitration

This Agreement is governed by Delaware law, without regard to conflict of law principles.

Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Delaware (or virtually, at CounselFi's discretion). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

14. Fee Adjustments

- Fees may be adjusted annually to account for inflation and market conditions.
 - Adjustments will be communicated in writing at least thirty (30) days in advance.
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15. Entire Agreement

This Agreement, together with the Quotes and Service Level Terms, constitutes the entire agreement between the parties.

16. Counterparts & Electronic Signature

This Agreement may be executed in counterparts and signed electronically.