

## **SERVICE CONTRACT AGREEMENT**

This Service Contract Agreement (“Agreement”) is made and entered into the “Effective Date”, between GamerSafer Inc., a C-Corp (“Contractor”), incorporated under the laws of Delaware and the independent server provider (“Client”).

### **1. CLIENT DEFINITION**

“Client” is the individual or business entity responsible for the contract signature, usually a lead staff member or server owner where the service will be deployed.

### **2. EFFECTIVE DATE DEFINITION**

“Effective Date” is the date this contract is electronically accepted by the “Client” and respective payments are processed.

### **3. DESCRIPTION OF SERVICES**

Beginning on Effective Date, Contractor will provide to Client the services described below (collectively, the “Services”).

The Services stands for performing gaming server configuration and management consultation, including, but not limited to:

- Review of existing gameplay and technical mechanics of the server or network, including networked servers, gamemodes, and installed plugins or other software
- Review of player and staff rules, guidelines, enforcement policies, and appeal processes
- Review of current challenges on the server or network relating to player behaviors or staff performance
- Proposal of suggestions for plugin and software configuration with general overview of how permissions and punishments will be setup on the server or network
- Implementation of the proposed permissions, punishments, and critical software or plugin configurations
- Documentation of changes made to permissions, punishments, and software or plugin configurations
- Post-deliverable interview to determine the efficacy of changes and suggest final improvements

### **4. AGREEMENT TERM**

This Agreement, and work on all deliverables under this Agreement, will commence on the Effective Date and will remain in effect until the completion, acceptance, or for thirty days after the finalized scope of work notice, whatever happens first, or until terminated, in the manner described in clause 8 (“Termination”).

### **5. CONTRACTOR’S RESPONSABILITIES AND DELIVERABLES**

The Contractor agrees to assist the Client in conducting the services listed in clause 1, respecting all data privacy regulations required. Securing reasonable security efforts to prevent any incident and provide any technical support in a timely matter.

5.1 The Contractor agrees to provide the above-described services in a professional and workmanlike manner.

5.2 Any material changes to services under this Agreement and any additional resulting fees must be agreed upon by both parties in writing.

5.3 The Contractor represents that they have full authority to enter this Agreement, and that performance of this Agreement does not violate the legal rights of any third-party, any agreement between the Contractor and another party, or any law or regulation.

5.4 EXCEPT FOR AS SET FORTH, ALL DELIVERABLES WILL BE PROVIDED ON AN AS-IS BASIS. THE CONTRACTOR DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR RESULTS DERIVED FROM THE WORK.

5.5 The Contractor does not provide additional support for third-party plugins or software that is installed on the Client's server or network except for offering suggestions to changes during the effective work period. Any support needed for software should be directed to the respective responsible parties, developers, and owners of the plugins and software installed.

5.6 The Contractor holds the right to store the notes, documents, and databases relating to the provided Service for the Client, securely and confidentially, in the event that the Client requests additional services in the future.

## 6. CLIENT'S RESPONSABILITIES

6.1 The Client agrees to provide the Contractor with everything needed to complete the above-described work in a timely manner, including, but not limited to:

- Assigning a decision-maker to oversee the project and be a point-person for the Client
- Assigning a support contact to oversee user-related questions and interactions
- Providing needed materials and answers to questions that the Contractor has about the Client's server or network
- Download or purchase any third-party plugins and software required to be installed on the server or network

6.2 The Client represents that they have full authority to enter this Agreement, and that performance of this Agreement does not violate the legal rights of any third-party, any agreement between the Client and another party, or any law or regulation.

6.3 The Client agrees to follow all data privacy regulations, creating proper security measures and procedures to prevent any incident with user data shared by the Contractor.

## 7. COMPENSATION

### 7.1 Compensation

The Client agrees to pay the Contractor a fee to perform the service. This fee is defined by the amount of hours required to perform the service and will be paid in advance and non-eligible to refund after the Service starts.

### 7.2 Pricing

The initial cost of the Service is \$100, except for any pre-defined or agreed upon discounts, and includes no more than 3 hours of service for no more than 5 networked servers, including hubs or lobbies, and 3 different gamemodes.

In case the Client needs additional services a new dedicated contract must to be defined in writing Additional services beyond the initial terms can be agreed upon at a price of \$100 per hour, paid in advance and in full one hour increments.

## 8. TERMINATION

If either party chooses to end this Agreement prematurely, they can do so before the Service starts, without reason providing a written notice.

If the client, through their payment processor, issue any sort of chargeback or payment dispute, the contract is terminated. The client agrees to uninstall, delete, and remove any result out of the Service delivered into their system.

Unless terminated in the manner above, this Agreement remains in full force and effect until the completion, acceptance, and payment of all deliverables under the Agreement, or until terminated.

## 9. MISCELLANEOUS PROVISIONS

### 9.1 Confidentiality

The Contractor acknowledges that they may be furnished with information relating to the Client's business strategies, client list, pending projects, and other confidential information.

"Confidential Information" means all (i) nonpublic information (at the time of disclosure) disclosed by one party to the other party under this Agreement, provided such information is marked or indicated by the disclosing party to be confidential; (ii) and any information which ought reasonably to be considered confidential. The Contractor agrees not to disclose this confidential information unless required to by law or court order. Contractor and Client acknowledge that all terms included in this contract are also considered confidential and cannot be disclosed.

### 9.2 Limitation of Liability

To the maximum extent allowable by law, Contractor shall not be liable for any loss of profit, incidental, consequential, indirect, special, punitive, or exemplary damages

arising out of, relating to, or incidental to services performed under this Agreement, whether those damages are based in tort, contract, statute, or other legal theory. Notwithstanding the above, in no event shall the Contractor's aggregate liability exceed the aggregate amount paid to the Contractor by the Client under this Agreement.

### 9.3 Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect of the original provision. In such an instance, the legality, validity, and enforceability of the remaining of the Agreement shall remain intact and unaffected.

### 9.4 Applicable Law

This Agreement shall be governed and construed according to the laws of the State of California. Each party irrevocably consents to the exclusive jurisdiction of the State of California for any matter arising out of or relating to this Agreement, except in actions seeking to enforce any order or judgment of such court.

### 9.5 Attorney's Fees

In the event of a dispute concerning this Agreement, the prevailing party is entitled to recover reasonable attorney's fees, costs, and expenses with respect to the dispute and in any appeal.

### 9.6 Entire Agreement

This Agreement represents the entire agreement between the parties, superseding any previous arrangements, oral or written, and may not be modified in any respect except by a future written agreement signed by both the Client and the Contractor.

IN WITNESS WHEREOF, by their respective signatures below, the parties have caused the Agreement to be duly executed and effective as of the Effective Date.

\_\_\_\_\_  
Rodrigo Tamellini  
GamerSafer

\_\_\_\_\_  
Date