

# PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "**Agreement**") is entered into as of the date of the last signature below (the "**Effective Date**") by and between FanBasis, Inc. d/b/a Commas ("**Client**") and MIOSA LLC ("**Service Provider**"). Client and Service Provider may each be referred to as a "**Party**" and together as the "**Parties**."

## 1. SERVICES AND STATEMENTS OF WORK

**1.1 Services.** Service Provider will perform the professional services described in one or more statements of work signed by both Parties (each, an "**SOW**"). Each SOW will identify the applicable services, deliverables, schedule, fees, responsibilities, assumptions, and acceptance procedure.

**1.2 Initial SOW.** Exhibit A, Phase 1 Product, Architecture, and Implementation Discovery, is the initial SOW under this Agreement.

**1.3 Order of Precedence.** If a conflict exists, the following order controls: (a) a signed change order, only for the subject of that change; (b) the applicable SOW; and (c) this Agreement. The Parties' Mutual Nondisclosure Agreement controls the treatment of Confidential Information unless this Agreement expressly provides greater protection.

**1.4 No Implied Scope.** Work not expressly included in a signed SOW is outside scope. Product discussions, demonstrations, estimates, roadmaps, proposals, messages, and meeting notes do not expand an SOW unless incorporated through a signed change order.

## 2. PERFORMANCE AND COOPERATION

**2.1 Standard of Performance.** Service Provider will perform the Services in a professional and workmanlike manner using personnel with appropriate skills and experience.

**2.2 Client Cooperation.** Client will timely provide the access, information, decisions, personnel, feedback, approvals, and working environment identified in the applicable SOW. Service Provider may rely on information supplied by Client unless it knows that information is materially inaccurate.

**2.3 Schedule Dependencies.** Delivery dates assume Client satisfies its responsibilities. A delay in a required Client dependency extends affected dates by the period reasonably required to resume the work.

**2.4 Personnel and Subcontractors.** Service Provider may use qualified employees, affiliates, and subcontractors to perform the Services, provided they are bound by confidentiality and data-protection obligations at least as protective as this Agreement. Service Provider remains responsible for their performance. Client remains responsible for the acts and omissions of its affiliates and personnel that receive or use the Services.

### 3. FEES, TAXES, AND EXPENSES

**3.1 Fees.** Client will pay the fees stated in each SOW. Unless an SOW states otherwise, invoices are due within fifteen days after receipt.

**3.2 Taxes.** Fees do not include sales, use, excise, value-added, or similar transaction taxes. Client is responsible for such taxes, excluding taxes based on Service Provider's net income, property, or personnel.

**3.3 Expenses and Third-Party Charges.** Client is responsible only for travel, third-party services, cloud usage, model usage, licenses, or other pass-through charges that Client approves in writing before they are incurred. Service Provider will provide reasonable supporting documentation upon request.

**3.4 Disputed Amounts.** Client will notify Service Provider of a good-faith invoice dispute within ten days after receipt and will timely pay all undisputed amounts. The Parties will work promptly and in good faith to resolve the dispute.

### 4. CHANGES

**4.1 Change Control.** Either Party may request a change to an SOW. A change is effective only when authorized representatives of both Parties sign a written change order describing the revised scope, assumptions, schedule, fees, and responsibilities.

**4.2 Conditions Requiring Change.** A change order may be appropriate if Client requests new use cases, production implementation, additional systems, expanded access, materially revised assumptions, new compliance requirements, or work beyond the review and correction procedure in the applicable SOW.

**4.3 No Obligation Before Approval.** Service Provider is not required to begin changed work before a change order is signed. The Parties may direct Service Provider in writing to pause affected work while a requested change is evaluated.

### 5. ACCEPTANCE

**5.1 Procedure.** Deliverables are subject to the acceptance procedure in the applicable SOW. If no procedure is stated, Client will have five business days after delivery to accept the deliverable or provide a consolidated written notice describing material nonconformities against the SOW.

**5.2 Correction.** Service Provider will use reasonable efforts to correct verified material nonconformities and resubmit the deliverable. Requests that add or change scope are handled under Section 4.

**5.3 Deemed Acceptance.** A deliverable is accepted when Client accepts it in writing, uses it for production or commercial purposes, or does not provide a timely material-nonconformity notice.

## 6. CONFIDENTIALITY

The Parties' Mutual Nondisclosure Agreement, if executed, is incorporated by reference and governs Confidential Information exchanged in connection with this Agreement. If no separate nondisclosure agreement is executed, each Party will use the other Party's nonpublic information solely to perform or receive the Services, protect it with reasonable care, disclose it only to personnel and advisors with a need to know and confidentiality obligations, and return or destroy it upon written request subject to routine backups and legal retention.

## 7. CLIENT DATA AND SECURITY

**7.1 Client Data.** "Client Data" means data, content, records, files, prompts, instructions, user information, and other materials that Client or its users submit, provide, or make available for the Services. Client retains all right, title, and interest in Client Data.

**7.2 Permitted Processing.** Service Provider may access, host, copy, transform, analyze, and otherwise process Client Data only as reasonably necessary to perform the applicable SOW, comply with Client's documented instructions, protect the Services, or comply with law.

**7.3 Commas-Specific Adaptation.** If expressly authorized in an SOW or other signed writing, Service Provider may use Client Data to configure, evaluate, adapt, or train Client-specific agents, retrieval systems, workflows, classifiers, or models solely for Client's benefit. Such work will use storage controlled by Client or a logically segregated environment designated for Client. Service Provider will not use Client Data or Client-specific outputs to train or improve a shared or general-purpose model, dataset, product, or service for the benefit of another customer without Client's separate written approval.

**7.4 Safeguards.** Service Provider will maintain reasonable administrative, technical, and organizational safeguards appropriate to the nature of Client Data made available for the Services. Unless otherwise agreed in writing, Client will not provide production credentials, regulated data, payment-card data, protected health information, or sensitive personal information.

**7.5 Security Incidents.** Each Party will notify the other without undue delay after confirming unauthorized access to Client Data or credentials in its control that materially affects the Services. The affected Party will take reasonable containment and remediation measures and provide information reasonably necessary for the other Party to meet its legal and contractual obligations.

**7.6 Return and Deletion.** Upon Client's written request or termination of the applicable SOW, Service Provider will return or delete Client-provided materials and Client-specific working copies that are no longer required to perform the Services. Routine backups and copies retained for legal or compliance purposes may remain until deleted under standard retention processes and will remain protected and unavailable for other use.

**7.7 Client Responsibility.** Client represents that it has the rights and authorizations required to provide Client Data and instructions to Service Provider. Client remains responsible for its products, users, legal notices, consents, data classifications, and production decisions.

## 8. INTELLECTUAL PROPERTY

**8.1 Client Materials.** "**Client Materials**" means Client's pre-existing and independently developed software, source code, object code, APIs, SDKs, data, designs, trademarks, documentation, product plans, business methods, and other materials. Client owns all Client Materials. Client grants Service Provider a limited, nonexclusive right to use Client Materials solely to perform the Services.

**8.2 Service Provider Materials.** "**Service Provider Materials**" means Service Provider's pre-existing and independently developed software, Optimal Engine, BusinessOS, MIOSA platform services, APIs, SDKs, deployment systems, open-source components, templates, methods, libraries, tools, models, architectures, workflows, documentation, know-how, and improvements that do not disclose Client Confidential Information. Service Provider and its licensors retain all rights in Service Provider Materials.

**8.3 Work Product.** "**Work Product**" means the final deliverables expressly identified as Work Product in an SOW and created specifically for Client under that SOW. Upon Client's full payment of all amounts due for the applicable SOW, Service Provider assigns to Client its right, title, and interest in the Work Product, excluding Service Provider Materials, Client Materials, third-party materials, and open-source software.

**8.4 Embedded Materials.** To the extent Service Provider Materials are necessarily embedded in Work Product, Service Provider grants Client a perpetual, worldwide, nonexclusive, royalty-free license to use, reproduce, modify, and distribute those embedded Service Provider Materials solely as part of or as reasonably necessary to use the Work Product. This license does not grant access to hosted MIOSA services, source code not delivered under the SOW, production capacity, support, updates, or third-party services.

**8.5 Open-Source and Third-Party Materials.** Open-source and third-party materials remain subject to their applicable licenses and terms. Service Provider will identify material third-party dependencies in the deliverables where reasonably practicable.

**8.6 General Skills and Residual Knowledge.** Subject to its confidentiality obligations, neither Party is restricted from using general skills, experience, concepts, and know-how retained in unaided memory, provided it does not disclose or use the other Party's Confidential Information or reproduce the other Party's proprietary materials.

**8.7 Feedback.** A Party may use voluntary feedback regarding its own products and services without restriction, provided the feedback does not disclose the other Party's Confidential Information or grant rights in the other Party's intellectual property.

## 9. REPRESENTATIONS AND WARRANTIES

**9.1 Mutual Authority.** Each Party represents that it has authority to enter into this Agreement and perform its obligations.

**9.2 Service Warranty.** Service Provider warrants that the Services will be performed in a professional and workmanlike manner and that, at delivery, Work Product created solely by Service Provider will materially conform to the applicable SOW.

**9.3 Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES, DELIVERABLES, RECOMMENDATIONS, AND SERVICE PROVIDER MATERIALS ARE PROVIDED "AS IS." SERVICE PROVIDER DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY LAW. SERVICE PROVIDER DOES NOT WARRANT THAT A LATER IMPLEMENTATION WILL BE UNINTERRUPTED, ERROR-FREE, SECURE AGAINST EVERY THREAT, LEGALLY COMPLIANT, OR COMMERCIALY SUCCESSFUL.

## 10. INDEMNIFICATION

**10.1 Service Provider Indemnity.** Service Provider will defend Client against a third-party claim that unmodified Work Product created solely by Service Provider under an SOW infringes a United States copyright or misappropriates a trade secret, and will pay damages finally awarded or agreed in settlement. This obligation does not apply to claims arising from Client Materials, Client instructions, modifications not made by Service Provider, combinations not supplied by Service Provider, open-source or third-party materials, or use after Service Provider offers a reasonable replacement or modification.

**10.2 Client Indemnity.** Client will defend Service Provider against a third-party claim that Client Materials, Client Data, or instructions supplied by Client infringe a United States copyright or misappropriate a trade secret, violate applicable law, or were provided without required rights or authorization, and will pay damages finally awarded or agreed in settlement. This obligation does not apply to claims caused by Service Provider's unauthorized modification or use of those materials outside the Services.

**10.3 Procedure.** The indemnified Party will provide prompt notice, reasonable cooperation at the indemnifying Party's expense, and control of the defense and settlement to the indemnifying Party. No settlement may admit fault by or impose nonmonetary obligations on the indemnified Party without its written consent.

## 11. LIMITATION OF LIABILITY

**11.1 Excluded Damages.** EXCEPT FOR UNCAPPED CLAIMS, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, REVENUE, BUSINESS, DATA, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY.

**11.2 General Liability Cap.** EXCEPT FOR ELEVATED-CAP CLAIMS AND UNCAPPED CLAIMS, EACH PARTY'S AGGREGATE LIABILITY ARISING FROM AN SOW WILL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THAT SOW.

**11.3 Elevated Cap.** EACH PARTY'S AGGREGATE LIABILITY FOR BREACH OF CONFIDENTIALITY, MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, INDEMNIFICATION OBLIGATIONS, OR BREACH OF SECTION 7 WILL NOT EXCEED TWO TIMES THE FEES PAID OR PAYABLE UNDER THE APPLICABLE SOW.

**11.4 Uncapped Claims.** The limitations in Section 11 do not apply to fraud, willful misconduct, Client's payment obligations, or liability that cannot lawfully be limited.

## **12. TERM AND TERMINATION**

**12.1 Term.** This Agreement begins on the Effective Date and continues until terminated by either Party upon thirty days' written notice. Termination of this Agreement does not automatically terminate an active SOW unless the notice states otherwise.

**12.2 Cause.** Either Party may terminate this Agreement or an affected SOW if the other Party materially breaches it and does not cure the breach within ten business days after written notice. A Party may terminate immediately if the other Party becomes insolvent, ceases business, or enters a bankruptcy or similar proceeding not dismissed within sixty days.

**12.3 Convenience.** Client may terminate an SOW for convenience upon written notice. Client will pay the portion of the fixed fee reasonably attributable to Services and deliverables completed through the effective termination date, plus approved noncancelable commitments, not exceeding the total SOW fees. Any prepaid amount will be credited against that calculation, Service Provider will refund any unearned balance within fifteen days, and Service Provider will deliver completed and paid-for work in its then-current form.

**12.4 Survival.** Payment obligations and Sections 6 through 16 survive termination to the extent necessary to give them effect.

## **13. INDEPENDENT CONTRACTORS**

The Parties are independent contractors. This Agreement does not create employment, partnership, joint venture, fiduciary duty, franchise, agency, exclusivity, or authority to bind the other Party. Service Provider controls the manner and means of performing the Services, subject to the applicable SOW.

## **14. PUBLICITY**

Neither Party may issue a public announcement or use the other Party's name, marks, or relationship in marketing, customer lists, or case studies without prior written approval.

## **15. GOVERNING LAW; DISPUTES**

This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-law principles. Before filing a claim, an authorized executive of each Party will meet in good faith within ten business days after written notice of the dispute. If the dispute remains unresolved, the state and federal courts located in Travis County, Texas will have exclusive jurisdiction and venue, and each Party consents to those courts.

## 16. GENERAL

**16.1 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent, except to an affiliate or successor in connection with a merger, reorganization, or sale of substantially all relevant assets.

**16.2 Force Majeure.** Neither Party is liable for delay caused by events beyond its reasonable control, excluding payment obligations.

**16.3 Notices.** Notices must be in writing and may be sent by email to the business representatives administering this Agreement, with a copy to any legal-notice address designated in writing. Notice is effective when received, and an email is deemed received on the next business day if the sender receives no delivery-failure notice.

**16.4 Entire Agreement.** This Agreement, its SOWs, signed change orders, and the Mutual Nondisclosure Agreement constitute the entire agreement concerning their subject matter and supersede prior proposals and discussions on that subject.

**16.5 Amendment and Waiver.** Amendments and waivers must be in writing and signed by authorized representatives of both Parties. A failure to enforce a provision is not a waiver.

**16.6 Severability.** If a provision is unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will continue in effect.

**16.7 No Third-Party Beneficiaries.** This Agreement is for the benefit of the Parties and their permitted successors and assigns and creates no third-party beneficiary rights.

**16.8 Counterparts and Electronic Signatures.** This Agreement and each SOW may be executed in counterparts and by electronic signature. Each counterpart is deemed an original, and all counterparts together constitute one instrument.

**IN WITNESS WHEREOF, the Parties have caused this Agreement and Exhibit A to be executed by their duly authorized representatives.**

**FANBASIS, INC. D/B/A COMMAS**

**MIOSA LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Roberto H. Luna

Title: \_\_\_\_\_

Title: Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A begins on the following page.

# EXHIBIT A

## PHASE 1 STATEMENT OF WORK

### 1. ENGAGEMENT

**Title:** Phase 1 Product, Architecture, and Implementation Discovery

**Objective:** Define the first Commas customer journey to prove, validate the integration boundary against Commas' actual product and technical environment, and deliver a decision-grade implementation plan for a possible later phase.

**Business Context:** Commas intends to help a new creator reach a first dollar and to become an operating surface for established businesses. The Parties will examine how Commas' existing product, agents, APIs, tenancy, checkout, publishing, and AWS environment can work with MIOSA's context, policy, orchestration, and execution capabilities.

### 2. SERVICES AND DELIVERABLES

Service Provider will conduct product, technical, and operating-model discovery and deliver:

1. **Current-State Assessment.** Relevant code, services, agents, APIs, tenancy, data flows, publishing, checkout, infrastructure, constraints, and observed failure points.
2. **Selected Journey Specification.** User profile, starting state, experience, agent interaction, review states, publication event, first proof, baseline, and acceptance criteria.
3. **Target Architecture.** Application, orchestration, runtime, data, identity, secrets, network, publishing, evidence, and operational boundaries.
4. **Organization and Context Model.** Tenant, organization, workspace, user, role, project, agent, policy, memory, and template relationships.



5. **Agent and Security Contract.** Instructions, models, tools, sources, schemas, credentials, budgets, approvals, prohibited actions, audit, and retention.
6. **Build, Reuse, and Integration Register.** Existing Commas capabilities, MIOSA capabilities, required adapters, third-party dependencies, owners, and rationale.
7. **Pilot and Acceptance Plan.** Representative scenarios, synthetic evaluation, policy tests, reliability targets, product metrics, operating metrics, and go/no-go gates.
8. **Phase 2 Execution Options.** Recommended workstreams, sequence, staffing, dependencies, risks, timing, usage assumptions, and budget ranges.

The deliverables will be supplied in editable and presentation-ready formats and supported by one final executive, product, and technical readout.

### 3. WORKING SESSIONS

The Services include one kickoff and readiness session, up to two technical architecture sessions, up to two product and operating-model sessions, one midpoint decision checkpoint, and one final readout. The Parties may combine sessions or adjust their sequence by mutual written agreement.

### 4. SCHEDULE

The target delivery period is ten business days beginning on the first business day after all of the following occur: (a) execution of the Agreement and this SOW; (b) receipt of the initial payment; (c) confirmation of the selected working environment and named decision owners; and (d) readiness of the material access and information reasonably required for the selected journey.

Target sequence:

- Days 1-2: kickoff, access, current-state orientation, and journey selection.
- Days 3-4: code, agent, API, tenancy, data, checkout, and publishing trace.
- Days 5-6: architecture, hierarchy, context, security, runtime, and ownership model.
- Days 7-8: team validation, build-vs-integrate register, pilot design, and acceptance.
- Days 9-10: final package, Phase 2 options, budget ranges, and readout.

### 5. FEES AND PAYMENT

The fixed professional fee is **USD 25,000**. Client will pay USD 12,500 upon signature and USD 12,500 upon delivery of the final Phase 1 package. Approved travel and third-party charges are excluded and require prior written approval.

## 6. CLIENT RESPONSIBILITIES

Client will provide qualified decision owners and timely access to the information reasonably required for the selected journey, including:

- the current product journey, roadmap priorities, success measures, and known user feedback;
- relevant code, architecture, current agent implementation, APIs, SDKs, and local or test setup;
- user, team, customer, product, workspace, role, and permission models;
- current funnel generation, preview, publishing, domain, checkout, billing, and fulfillment boundaries;
- AWS topology, data stores, secrets, network, observability, test environment, and applicable security constraints; and
- timely decisions, consolidated feedback, and authorization to share Client Materials used for the Services.

## 7. ACCEPTANCE

Client will review the final deliverables within five business days after delivery and either accept them or provide one consolidated written notice identifying material omissions against Section 2 of this SOW. Service Provider will correct verified material omissions without additional professional fees and resubmit the affected deliverable. A request that changes assumptions, adds a use case, requires implementation, or introduces new production requirements is outside this correction obligation.

## 8. OUT OF SCOPE

Unless added by signed change order, Phase 1 excludes production implementation or migration, production data processing, ongoing software development, staff augmentation, hosting, production support, incident response, security certification, legal or regulatory advice, third-party licenses, cloud or model usage, and a production service-level agreement.

## 9. WORK PRODUCT

The final documents, analyses, diagrams, decision registers, and Commas-specific configurations delivered under Section 2 are Work Product under Section 8.3 of the Agreement. The Agreement's exclusions for Service Provider Materials, Client Materials, third-party materials, and open-source software apply.

## 10. LATER PHASES

Phase 1 does not obligate either Party to proceed further. Any pilot, implementation, production deployment, operation, maintenance, support, or additional development will require a separate signed SOW. Client may use the accepted Phase 1 Work Product to implement internally or with another provider, subject to the licenses and ownership terms in the Agreement.

**Commercial summary:** fixed fee of USD 25,000; ten-business-day target after readiness; eight defined deliverables; no obligation to proceed to Phase 2.