

PRESERVER.ME LLC

White Label Services Agreement

Terms and Conditions

Version 1.0 | Effective Date: June 18, 2026

Preserver.me LLC
Sunnyvale, California, USA
A Delaware Limited Liability Company

1. Agreement and Parties

This White Label Services Agreement ("Agreement") is entered into between Preserver.me LLC, a Delaware limited liability company with its principal place of operations in Sunnyvale, California ("Provider," "we," or "us"), and the entity or individual identified in the applicable Statement of Work ("Client," "you," or "your") (collectively, the "Parties").

This Agreement governs the provision of white label customisation, integration, licensing, and support services by Provider to Client in connection with the Preserver mobile application ("Application"). This Agreement incorporates any Statement of Work ("SOW") executed by the Parties, which sets out the specific scope, deliverables, pricing, and timelines for each engagement.

By executing a Statement of Work, or by accepting delivery of any services or deliverables under this Agreement, Client agrees to be bound by these Terms and Conditions in their entirety.

2. Definitions

For the purposes of this Agreement, the following terms have the meanings set out below:

- "Application" means the Preserver mobile application software developed and owned by Provider, including all versions, updates, and derivative works thereof.
- "Branded Application" means a customised version of the Application produced for Client pursuant to a Phase 1 SOW, incorporating Client Brand Assets.
- "Client Brand Assets" means logos, colour palettes, typography, trademarks, trade names, and other brand elements provided by Client to Provider for incorporation into the Branded Application.
- "Deliverables" means all work product, configurations, customisations, and integrations produced by Provider for Client under an SOW.

- "Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, moral rights, and all other intellectual and proprietary rights, whether registered or unregistered, in any jurisdiction.
- "Licence" has the meaning given in Section 5.
- "Phase 1 Investment" means the total fees invoiced under a Phase 1 SOW for customisation and integration services, as defined in Section 4.1.
- "Source Code" means the human-readable software code underlying the Application and any Deliverables, including all associated documentation, build scripts, and configuration files.
- "SOW" or "Statement of Work" means a written document, signed by authorised representatives of both Parties, specifying the scope of services, Deliverables, fees, payment milestones, and timelines for a specific engagement under this Agreement.
- "Support Services" means the maintenance, update, and technical support services described in Section 4.3.

3. Scope of Services — Three-Phase Structure

Services under this Agreement are structured in up to three distinct phases. Each phase requires a separately executed SOW. Engagement with a later phase does not obligate either Party to engage with prior or subsequent phases unless expressly agreed in writing.

3.1 Phase 1 — Customisation and Integration

Phase 1 services consist of the rebranding of the Application to incorporate Client Brand Assets — including but not limited to company colours, fonts, and logo — and the integration of the Branded Application with Client's existing corporate data storage systems, knowledge bases, and authorised third-party AI or internet-connected tools.

The specific scope of Phase 1 work, including all integration targets, technical requirements, acceptance criteria, payment milestones, and estimated timelines, shall be documented in a Phase 1 SOW agreed and signed by both Parties prior to commencement of any work.

Phase 1 fees are determined on a project basis following a scoping consultation. Provider will issue a written SOW quoting the Phase 1 Investment prior to engagement. No Phase 1 work shall commence until the SOW is countersigned by Client and any applicable deposit has been received by Provider.

Provider's Phase 1 obligations are limited to the integrations expressly described in the applicable SOW. Provider makes no representation as to the security, reliability, or suitability of Client's existing data infrastructure and is not liable for any deficiencies, vulnerabilities, or failures in systems owned or operated by Client or third parties.

3.2 Phase 2 — Volume Licensing

Upon completion of Phase 1 Deliverables, Client may acquire Licences for end-user deployment of the Branded Application on a per-unit or per-seat basis, as defined in the applicable Phase 2 SOW.

Phase 2 pricing per unit reflects a material reduction from Provider's standard consumer retail price and is established in the Phase 2 SOW based on committed deployment volumes, territories, and usage parameters agreed between the Parties.

Phase 2 SOWs shall specify: (a) the per-unit or per-seat licence fee; (b) any minimum volume commitments; (c) the licence term or whether units are perpetual; (d) permitted territories; and (e) any auto-renewal terms. In the absence of express auto-renewal provisions, Phase 2 volume arrangements do not renew automatically.

3.3 Phase 3 — Annual Support Services

Following delivery of Phase 1 Deliverables, Client may engage Provider for ongoing Support Services on an annual basis. Support Services include: compatibility updates for new operating system versions, bug fixes within the scope of the original customisation, and reasonable technical support as described in the applicable Phase 3 SOW.

The annual fee for Phase 3 Support Services is typically calculated at twenty percent (20%) of the Phase 1 Investment, as invoiced. The specific annual support fee for each engagement shall be confirmed in writing in the Phase 3 SOW or renewal notice.

Provider reserves the right to adjust the annual support fee upon not less than sixty (60) days' prior written notice to Client before the commencement of any renewal support period. Client's continued engagement of Support Services following the notice period constitutes acceptance of the revised fee.

Expiry or termination of Phase 3 Support Services does not affect the validity of any Licences granted under Phase 1 or Phase 2. The Branded Application will continue to function as delivered; however, Provider shall have no obligation to provide updates, patches, compatibility fixes, or technical support during any period for which Support Services are not in effect.

4. Intellectual Property and Source Code Ownership

4.1 Provider Ownership

Provider exclusively owns all Intellectual Property Rights in and to the Application, including its Source Code, architecture, algorithms, user interface designs, and all underlying technology. Nothing in this Agreement transfers, assigns, or conveys to Client any ownership interest in the Application or its Source Code.

All Deliverables, customisations, and configurations produced by Provider under this Agreement — including the Branded Application — shall remain the exclusive intellectual property of Provider, subject only to the Licence granted to Client under Section 5.

For the avoidance of doubt, Provider retains all right, title, and interest in the Source Code of the Branded Application. Client shall have no right, at any time, to receive, access, copy, modify, decompile, disassemble, reverse engineer, or otherwise derive the Source Code of the Application or any Deliverables.

4.2 Client Brand Assets

Client retains all Intellectual Property Rights in and to Client Brand Assets. Client hereby grants Provider a non-exclusive, royalty-free, worldwide licence to use, reproduce, and incorporate Client Brand Assets solely for the purpose of producing and maintaining the Branded Application under this Agreement.

Client represents and warrants that: (a) it is the owner of all Client Brand Assets, or has obtained all necessary rights and permissions to provide Client Brand Assets to Provider; (b) Provider's use of Client Brand Assets as contemplated by this Agreement will not infringe the

Intellectual Property Rights of any third party; and (c) Client Brand Assets do not violate any applicable law or regulation.

Client shall indemnify, defend, and hold harmless Provider from and against any and all claims, damages, losses, and expenses (including reasonable legal fees) arising out of or relating to any breach of the warranties in this Section 4.2.

4.3 Feedback and Improvements

If Client provides Provider with suggestions, feedback, or ideas relating to the Application or Deliverables ("Feedback"), Client hereby assigns to Provider all Intellectual Property Rights in such Feedback. Provider may use, incorporate, and commercialise Feedback without restriction, compensation, or obligation to Client.

5. Licence Grant

5.1 Perpetual Use Licence

Subject to Client's compliance with this Agreement and full payment of all applicable fees, Provider grants Client a non-exclusive, non-transferable, non-sublicensable, worldwide, perpetual licence to use the Branded Application solely for Client's internal business operations and, where a Phase 2 SOW is in effect, for deployment to authorised end users within the agreed parameters ("Licence").

5.2 Licence Restrictions

Client shall not, and shall ensure its authorised users do not:

- copy, reproduce, distribute, or make the Branded Application available to any third party except as expressly permitted in a Phase 2 SOW;
- decompile, disassemble, reverse engineer, or attempt to derive the Source Code of the Application or any Deliverables;
- modify, adapt, translate, or create derivative works based on the Application or any Deliverables without Provider's prior written consent;
- remove, alter, or obscure any copyright notices, trademarks, or proprietary legends in or on the Branded Application;
- use the Branded Application in any manner that violates applicable law, regulation, or third-party rights;
- sell, resell, rent, lease, sublicense, or transfer the Branded Application or any rights under this Agreement to any third party, except as expressly authorised in writing by Provider.

5.3 Reservation of Rights

All rights not expressly granted in this Agreement are reserved by Provider. No implied licences are granted under this Agreement.

6. Payment Terms

Fees for each phase shall be as set out in the applicable SOW. Unless otherwise specified in an SOW, the following payment terms apply:

- Phase 1: A deposit of fifty percent (50%) of the Phase 1 Investment is due upon execution of the Phase 1 SOW, with the balance due upon delivery of Phase 1 Deliverables or as otherwise specified in milestones within the SOW.
- Phase 2: Licence fees are invoiced in accordance with the schedule set out in the Phase 2 SOW. Volume commitments, if any, are payable in advance of the relevant licence period.
- Phase 3: Annual support fees are invoiced at the commencement of each support year and are due within thirty (30) days of the invoice date.

All fees are quoted and payable in United States Dollars (USD). Fees are exclusive of applicable taxes. Client is responsible for all taxes, duties, and levies imposed by any governmental authority in connection with this Agreement, excluding taxes on Provider's net income.

Payments not received by the due date shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law if lower, from the due date until paid in full. Provider reserves the right to suspend services or Licence rights in the event of non-payment following ten (10) days' written notice.

7. Confidentiality

Each Party ("Receiving Party") agrees to hold in strict confidence all non-public, proprietary, or confidential information of the other Party ("Disclosing Party") disclosed in connection with this Agreement ("Confidential Information"), and to use such Confidential Information solely for the purposes of performing or receiving services under this Agreement.

Confidential Information includes, without limitation: technical specifications, Source Code, pricing, business strategies, client lists, data infrastructure details, and the terms of this Agreement and any SOW. Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) was rightfully known to the Receiving Party prior to disclosure; (c) is lawfully obtained from a third party without restriction; or (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

Each Party shall protect the other's Confidential Information with at least the same degree of care it applies to its own confidential information, and in no event less than reasonable care. These obligations shall survive termination or expiry of this Agreement for a period of five (5) years.

8. Data and Privacy

The Preserver Application is designed with privacy as a foundational principle. The Application does not include advertising, data-sharing with third-party advertisers, or AI features operated by Provider.

To the extent Phase 1 integration services involve connection to Client-operated data storage or AI tools, all data processed through such integrations remains under the control and governance of Client and/or Client's nominated third-party service providers. Provider does not collect, process, store, or access Client's end-user data through the Application except as strictly necessary to deliver the agreed integration services.

Client is solely responsible for ensuring that its data collection, storage, and processing practices — including any integrations configured under Phase 1 — comply with all applicable

data protection, privacy, and security laws and regulations in the jurisdictions in which Client operates.

9. Warranties and Disclaimers

9.1 Provider Warranties

Provider warrants that: (a) it has the right to enter into this Agreement and grant the Licence herein; (b) the Application does not, to Provider's knowledge, infringe the Intellectual Property Rights of any third party; and (c) Phase 1 Deliverables will materially conform to the specifications set out in the applicable SOW for a period of ninety (90) days from delivery.

9.2 Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN SECTION 9.1, PROVIDER PROVIDES THE APPLICATION, BRANDED APPLICATION, AND ALL DELIVERABLES "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED OR ERROR-FREE OPERATION. PROVIDER DOES NOT WARRANT THAT THE APPLICATION WILL BE COMPATIBLE WITH ALL DEVICES, OPERATING SYSTEMS, OR THIRD-PARTY SERVICES.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) PROVIDER'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO PROVIDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The limitations in this Section 10 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and shall apply even if a limited remedy fails of its essential purpose.

11. Term and Termination

This Agreement commences on the date the first SOW is executed and continues until terminated in accordance with this Section.

Either Party may terminate this Agreement (or any SOW) for material breach by the other Party upon thirty (30) days' written notice if the breach is not cured within that period. Provider may terminate this Agreement immediately upon written notice if Client: (a) infringes Provider's Intellectual Property Rights; (b) attempts to access or derive Source Code; or (c) becomes insolvent, makes an assignment for the benefit of creditors, or is subject to insolvency proceedings.

Upon termination or expiry of this Agreement for any reason other than Provider's uncured material breach: (a) all outstanding fees become immediately payable; (b) Phase 3 Support Services cease; and (c) Client's right to receive further services terminates. For the avoidance of

doubt, any Licences granted under Phase 1 or Phase 2 that have been fully paid for are perpetual and survive termination of this Agreement.

Sections 4, 7, 9.2, 10, 11, 12, and 13 survive termination or expiry of this Agreement.

12. General Provisions

12.1 Governing Law and Dispute Resolution

This Agreement is governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California for resolution of any dispute arising under or in connection with this Agreement.

12.2 Independent Contractors

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, employment, or franchise relationship between the Parties.

12.3 Assignment

Client may not assign, transfer, or delegate any right or obligation under this Agreement without Provider's prior written consent. Provider may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section is void.

12.4 Entire Agreement and Amendment

This Agreement, together with all executed SOWs, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings. This Agreement may only be amended by a written instrument signed by authorised representatives of both Parties.

12.5 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it enforceable.

12.6 Waiver

No failure or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right. A waiver must be in writing and signed by the waiving Party to be effective.

12.7 Notices

All notices under this Agreement must be in writing and delivered by email (with read receipt or confirmation of delivery) or by courier to the addresses set out in the applicable SOW. Notices to Provider shall be addressed to the attention of the Managing Member at the Sunnyvale, California address on file.

12.8 Force Majeure

Neither Party shall be liable for delays or failures in performance resulting from causes beyond that Party's reasonable control, including acts of God, natural disasters, pandemic, government

action, or internet or telecommunications failures. The affected Party must promptly notify the other and use reasonable efforts to resume performance.

Statement of Work — Cover Sheet

Each engagement under this Agreement shall be documented in a Statement of Work in substantially the following form:

SOW Number: _____

SOW Date: _____

Client Legal Name: _____

Client Address: _____

Client Contact / Authorised Signatory: _____

Phase(s) Covered by this SOW:

- Phase 1 — Customisation and Integration
- Phase 2 — Volume Licensing
- Phase 3 — Annual Support Services

Scope of Work: [To be completed per engagement]

Deliverables: [To be completed per engagement]

Phase 1 Investment (if applicable): USD \$ _____

Phase 2 Per-Unit / Per-Seat Fee (if applicable): USD \$ _____ per [unit/seat]

Phase 3 Annual Support Fee (if applicable): USD \$ _____ per annum

Payment Schedule: [To be completed per engagement]

Estimated Completion / Go-Live Date: _____

By signing below, both Parties agree to be bound by this Statement of Work and the White Label Services Agreement Terms and Conditions.

PRESERVER.ME LLC

CLIENT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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