

AI BIZ GURU - WHITE LABEL AGREEMENT

EFFECTIVE DATE: [EFFECTIVE_DATE]

BETWEEN:

ETC-AI, Inc., a Delaware corporation with its principal place of business at 1000 Brickell Av. 715, Ste 1066, Miami, FL, 33131 ("**Provider**")

AND:

[**PARTNER_NAME**], a [PARTNER_ENTITY_TYPE] with its principal place of business at [PARTNER_ADDRESS] ("**Partner**")

Provider and Partner may be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. DEFINITIONS

1.1 "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means the ownership of more than 50% of such entity's voting securities or equity interests.

1.2 "**Agreement**" means this AI BIZ GURU White Label Agreement, together with all Order Forms, exhibits, and attachments hereto.

1.3 "**AI BIZ GURU**" means Provider's proprietary artificial intelligence business optimization platform and its component agents, including any updates, upgrades, modifications, and enhancements thereto provided by Provider during the Term.

1.4 "**API**" means the application programming interfaces provided by Provider that allow the White Label Solution to interact with AI BIZ GURU.

1.5 "**Brand Guidelines**" means Provider's guidelines for the use of Provider Marks, as may be updated by Provider from time to time.

1.6 "**Confidential Information**" means all non-public information disclosed by either Party to the other Party, whether orally, in writing, or by other means, that

is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to business plans, technology, technical information, product designs, and business processes. AI BIZ GURU, Documentation, Provider Technology, and the terms of this Agreement are the Confidential Information of Provider. Partner Marks and Partner's customer and business information are the Confidential Information of Partner.

1.7 "**Documentation**" means Provider's user manuals, handbooks, and guides relating to AI BIZ GURU provided by Provider to Partner either electronically or in hard copy form, as may be updated by Provider from time to time.

1.8 "**End Customer**" means any third party that is granted access to the White Label Solution by Partner pursuant to an End Customer Agreement.

1.9 "**End Customer Agreement**" means the agreement between Partner and an End Customer governing the End Customer's access to and use of the White Label Solution.

1.10 "**End Customer Data**" means data, information, and materials provided or submitted by an End Customer through the White Label Solution.

1.11 "**Fees**" means the fees payable by Partner to Provider under this Agreement, as specified in Exhibit A.

1.12 "**Intellectual Property Rights**" means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, registered or unregistered, now or hereafter in force or recognized, including: (a) copyrights, rights in software, database rights, and rights in mask works; (b) trade secret rights and other rights in confidential information; (c) patent rights, utility models, and industrial design rights; (d) trademark, trade name, trade dress, and domain name rights; and (e) all registrations, applications, renewals, extensions, continuations, continuations-in-part, divisions, or reissues of the foregoing.

1.13 "**Order Form**" means the document(s) executed by the Parties that specifies the White Label Solution components, applicable fees, and other terms specific to Partner's license.

1.14 "**Partner Marks**" means Partner's trademarks, service marks, trade names, logos, domain names, and other distinctive brand features.

1.15 "**Partner Technology**" means any software, interfaces, tools, or other technology created or provided by Partner for use with the White Label Solution, excluding Provider Technology.

1.16 "**Provider Marks**" means Provider's trademarks, service marks, trade names, logos, domain names, and other distinctive brand features.

1.17 "**Provider Technology**" means AI BIZ GURU, the APIs, the Documentation, and all related technology provided to Partner in connection with the foregoing. For the avoidance of doubt, Provider Technology includes any and all software, algorithms, methodologies, frameworks, tools, databases, analytics engines, agents, interfaces, reports, and features provided by or on behalf of Provider as part of AI BIZ GURU, as well as any documentation, updates, upgrades, modifications, enhancements, and derivative works thereof.

1.18 "**Service Level Agreement**" or "**SLA**" means Provider's commitments related to uptime, availability, and performance as set forth in Exhibit B attached hereto.

1.19 "**Support Services**" means the technical support services provided by Provider to Partner as described in Exhibit C.

1.20 "**Term**" means the Initial Term plus any Renewal Terms, as defined in Section 12.1.

1.21 "**Territory**" means the geographical areas specified in the applicable Order Form in which Partner is authorized to market, promote, distribute, and license the White Label Solution.

1.22 "**White Label Solution**" means the version of AI BIZ GURU that is made available by Provider to Partner for rebranding and resale to End Customers pursuant to this Agreement.

2. APPOINTMENT AND LICENSE GRANTS

2.1 Appointment. Subject to the terms and conditions of this Agreement, Provider hereby appoints Partner, and Partner accepts such appointment, as Provider's non-exclusive partner to market, promote, distribute, and license the White Label Solution to End Customers in the Territory during the Term.

2.2 License to Partner. Subject to Partner's compliance with the terms and conditions of this Agreement, including payment of all applicable Fees, Provider hereby grants to Partner during the Term:

(a) A non-exclusive, non-transferable, non-sublicensable (except as permitted under Section 2.3) license to: (i) access and use AI BIZ GURU for the purpose of providing the White Label Solution to End Customers; (ii) rebrand AI BIZ GURU as the White Label Solution as permitted hereunder; and (iii) use the Documentation in connection with Partner's permitted use of AI BIZ GURU and the White Label Solution;

(b) A non-exclusive, non-transferable license to use the APIs solely to implement, customize, and maintain the White Label Solution; and

(c) A non-exclusive, non-transferable license to use Provider Marks in connection with the marketing, promotion, and distribution of the White Label Solution in accordance with the Brand Guidelines.

2.3 Sublicense to End Customers. Subject to the terms and conditions of this Agreement, Provider grants to Partner the right to grant non-exclusive, non-transferable, non-sublicensable sublicenses to End Customers to access and use the White Label Solution solely for their internal business purposes, provided that such sublicenses are pursuant to End Customer Agreements that comply with Section 4.

2.4 License to Provider. Partner hereby grants to Provider a non-exclusive, worldwide, royalty-free license to use, reproduce, and display the Partner Marks in connection with the performance of Provider's obligations under this Agreement and for the purpose of identifying Partner as a partner of Provider in Provider's marketing materials, website, and other promotional materials, subject to Partner's trademark usage guidelines provided to Provider.

2.5 Reservation of Rights. Except for the limited license rights expressly granted in this Agreement, each Party and its licensors reserve all right, title, and interest in and to their respective technology, products, services, and Intellectual Property Rights. No rights are granted to either Party hereunder other than as expressly set forth herein.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 General Restrictions. Partner shall not, and shall not permit any End Customer or third party to: (a) modify, adapt, alter, translate, or create derivative works of AI BIZ GURU, the APIs, or the Documentation; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas or algorithms of AI BIZ GURU or the APIs; (c) remove, alter, or obscure any proprietary notices on AI BIZ GURU or the Documentation; (d) use AI BIZ GURU or the APIs in a manner that violates applicable law; (e) access or use AI BIZ GURU or the APIs in a way intended to avoid incurring Fees or exceeding usage limits or quotas; (f) interfere with or disrupt the integrity or performance of AI BIZ GURU or the APIs; (g) attempt to gain unauthorized access to AI BIZ GURU, the APIs, or their related systems or networks; or (h) use AI BIZ GURU or the APIs in a manner other than as expressly permitted in this Agreement.

3.2 Partner Responsibilities. Partner shall:

- (a) Market, promote, distribute, and license the White Label Solution in a professional manner in accordance with this Agreement;
- (b) Ensure that all marketing and promotional materials for the White Label Solution are accurate, not misleading, and comply with applicable laws and regulations;
- (c) Provide appropriate training and support to End Customers regarding the use of the White Label Solution;
- (d) Report to Provider any known or suspected infringement of Provider's Intellectual Property Rights by any third party; and
- (e) Maintain accurate and complete records of all End Customers as required under this Agreement.

3.3 Provider Responsibilities. Provider shall:

- (a) Provide Partner with access to AI BIZ GURU and the APIs in accordance with this Agreement;
- (b) Provide the White Label Solution in accordance with the Service Level Agreement;

- (c) Provide Partner with the Support Services as set forth in Exhibit C;
- (d) Provide Partner with reasonable technical assistance, training, and Documentation necessary for Partner to market, promote, distribute, and support the White Label Solution; and
- (e) Notify Partner of any material changes to AI BIZ GURU, the APIs, or the Documentation that may impact the White Label Solution.

4. END CUSTOMERS

4.1 End Customer Agreements. Partner shall enter into an End Customer Agreement with each End Customer before providing access to the White Label Solution. Each End Customer Agreement shall:

- (a) Be at least as protective of Provider's rights as the provisions of this Agreement;
- (b) Include restrictions on use at least as restrictive as those set forth in Section 3.1;
- (c) Include appropriate limitations of liability and disclaimers of warranties;
- (d) Include confidentiality obligations at least as protective as those in this Agreement;
- (e) Specify that Provider is a third-party beneficiary of the End Customer Agreement with respect to the White Label Solution;
- (f) Allow Partner to share End Customer Data with Provider as necessary for Provider to fulfill its obligations under this Agreement;
- (g) Comply with all applicable laws and regulations, including data protection laws; and
- (h) Terminate automatically upon termination of this Agreement.

4.2 End Customer Compliance. Partner shall use commercially reasonable efforts to ensure that End Customers comply with the terms of their End Customer Agreements. Partner shall promptly notify Provider of any known or suspected breach of an End Customer Agreement that relates to the White Label

Solution. In the event of any such breach, Partner shall take appropriate action to enforce the terms of the applicable End Customer Agreement, including terminating such agreement if appropriate.

4.3 End Customer Support. Unless otherwise agreed in writing by the Parties, Partner shall be solely responsible for providing first-level technical support to End Customers for the White Label Solution. Provider shall provide Partner with second-level support in accordance with Exhibit C.

5. BRANDING AND MARKETING

5.1 Rebranding. Partner may rebrand AI BIZ GURU with Partner's own brand name, logo, and user interface elements to create the White Label Solution, provided that:

- (a) Partner complies with the rebranding guidelines provided by Provider;
- (b) Partner does not modify the core functionality of AI BIZ GURU;
- (c) The rebranded solution clearly indicates that it is "Powered by AI BIZ GURU" where specified in the rebranding guidelines, unless otherwise agreed in writing by Provider; and
- (d) Partner obtains Provider's written approval for any material changes to the user interface of the White Label Solution.

5.2 Marketing and Promotion. Partner shall use commercially reasonable efforts to market and promote the White Label Solution in the Territory. Partner shall ensure that all marketing and promotional materials for the White Label Solution:

- (a) Comply with Provider's rebranding guidelines;
- (b) Do not contain any false or misleading statements about Provider or the White Label Solution;
- (c) Do not make any representations, warranties, or guarantees regarding the White Label Solution beyond those expressly authorized by Provider; and
- (d) Comply with all applicable laws and regulations.

5.3 Trademark Usage. Each Party shall use the other Party's marks in accordance with the owning Party's trademark usage guidelines and solely for the purposes expressly permitted under this Agreement. Neither Party shall use, register, or attempt to register any trademarks that are confusingly similar to the other Party's marks. Each Party acknowledges and agrees that the other Party owns all right, title, and interest in and to its marks, and that all goodwill generated by the use of such marks shall inure to the benefit of the owning Party.

6. FEES AND PAYMENT

6.1 Fees. Partner shall pay Provider the Fees as set forth in Exhibit A. Except as otherwise specified in this Agreement or Exhibit A, (a) Fees are based on the White Label Solution subscriptions purchased and not actual usage; (b) payment obligations are non-cancelable and Fees paid are non-refundable; and (c) quantities purchased cannot be decreased during the relevant subscription term.

6.2 Payment Terms. Provider shall invoice Partner in accordance with the payment schedule set forth in Exhibit A. Unless otherwise stated in Exhibit A, invoiced amounts are due within thirty (30) days from the invoice date. Partner is responsible for providing complete and accurate billing and contact information to Provider and notifying Provider of any changes to such information.

6.3 Taxes. All Fees are exclusive of taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). Partner is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Provider's net income, property, or employees. If Provider has the legal obligation to pay or collect Taxes for which Partner is responsible under this section, Provider will invoice Partner and Partner will pay that amount unless Partner provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

6.4 Late Payment. If any invoiced amount is not received by Provider by the due date, then without limiting Provider's rights or remedies, those charges may accrue late interest at the rate of [LATE_PAYMENT_INTEREST]% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

6.5 Suspension of Services. If any amount owing by Partner under this Agreement is thirty (30) or more days overdue, Provider may, without limiting its other rights and remedies, suspend Partner's and its End Customers' access to the White Label Solution until such amounts are paid in full, provided Provider has given Partner at least ten (10) days' prior notice that its account is overdue.

6.6 Reporting. Partner shall provide Provider with monthly reports detailing: (a) the number of End Customers using the White Label Solution; (b) the subscription plan for each End Customer; and (c) any other information reasonably requested by Provider to verify the Fees due under this Agreement. Such reports shall be delivered to Provider within ten (10) days after the end of each calendar month.

6.7 Audit Rights. Provider shall have the right, upon reasonable notice to Partner, to audit Partner's records relating to its distribution of the White Label Solution to verify compliance with this Agreement, including the accuracy of Fees paid to Provider. Any such audit shall be conducted during regular business hours at Partner's facilities and shall not unreasonably interfere with Partner's business activities. If an audit reveals that Partner has underpaid Provider by more than five percent (5%) for any period, Partner shall pay the reasonable costs of the audit in addition to the underpaid Fees.

7. PROPRIETARY RIGHTS

7.1 Provider Technology. Partner acknowledges and agrees that, as between the Parties, Provider owns all right, title, and interest in and to the Provider Technology, including all Intellectual Property Rights therein, and that no title to or ownership of any Provider Technology is transferred to Partner under this Agreement. Except for the licenses expressly granted in this Agreement, Partner shall not acquire any right, title, or interest in or to the Provider Technology.

7.2 Partner Technology. Provider acknowledges and agrees that, as between the Parties, Partner owns all right, title, and interest in and to the Partner Technology, including all Intellectual Property Rights therein, and that no title to or ownership of any Partner Technology is transferred to Provider under this Agreement. Except for the licenses expressly granted in this Agreement, Provider shall not acquire any right, title, or interest in or to the Partner Technology.

7.3 End Customer Data. As between Provider, Partner, and End Customers, End Customers retain all right, title, and interest in and to the End Customer Data. Partner is responsible for obtaining all necessary rights and permissions from End Customers to allow Provider to process End Customer Data in accordance with this Agreement.

7.4 Improvements and Feedback. If either Party provides the other Party with any suggestions, enhancement requests, recommendations, or other feedback relating to the other Party's products or services ("Feedback"), the receiving Party may use such Feedback for any purpose without obligation of any kind. The providing Party hereby irrevocably assigns to the receiving Party all right, title, and interest in and to the Feedback.

7.5 Statistical Data. Notwithstanding anything to the contrary herein, Provider may collect, use, and disclose statistical, aggregate, or anonymous data derived from the use of the White Label Solution ("Statistical Data") for its business purposes, including for product improvement, research, and marketing, provided that such Statistical Data does not identify Partner or any End Customer or include Partner's or any End Customer's Confidential Information.

8. CONFIDENTIALITY

8.1 Confidentiality Obligations. Each Party agrees to protect the Confidential Information of the other Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). Each Party agrees not to use any Confidential Information of the other Party for any purpose outside the scope of this Agreement, and except as otherwise authorized by the disclosing Party in writing, to limit access to Confidential Information of the other Party to those of its and its Affiliates' employees, contractors, and agents who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the receiving Party containing protections not materially less protective than those herein.

8.2 Exclusions. Confidential Information excludes information that: (a) is or becomes generally known to the public without breach of any obligation owed to the disclosing Party; (b) was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing

Party; (c) is received from a third party without breach of any obligation owed to the disclosing Party; or (d) was independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

8.3 Compelled Disclosure. The receiving Party may disclose Confidential Information of the disclosing Party to the extent required by law or legal process, provided that the receiving Party: (a) gives the disclosing Party prior notice of such compelled disclosure (to the extent legally permitted); (b) reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure; and (c) discloses only the minimum amount of Confidential Information required to be disclosed.

8.4 Remedies. Each Party acknowledges that any breach of this Section 8 may cause the disclosing Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief, for any breach or threatened breach of this Section 8, in addition to all other remedies available at law or in equity.

8.5 Duration. The obligations in this Section 8 will survive for a period of five (5) years after the termination or expiration of this Agreement, except with respect to Confidential Information that constitutes a trade secret, in which case the obligations of confidentiality shall continue for as long as such information remains a trade secret under applicable law.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations and Warranties. Each Party represents and warrants that: (a) it has the legal power and authority to enter into this Agreement; (b) this Agreement constitutes a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms; and (c) it shall comply with all applicable laws and regulations in performing its obligations and exercising its rights under this Agreement.

9.2 Provider Warranties. Provider represents and warrants that: (a) AI BIZ GURU will perform materially in accordance with the Documentation; (b) Provider will not materially decrease the functionality of AI BIZ GURU during the Term; (c) Provider owns or otherwise has sufficient rights to the Provider Technology to grant the rights and licenses described in this Agreement; (d) to Provider's

knowledge, AI BIZ GURU does not infringe or misappropriate any Intellectual Property Rights of any third party; and (e) Provider will use industry standard measures to prevent the introduction of any virus, worm, Trojan horse, or similar harmful code into AI BIZ GURU.

9.3 Partner Warranties. Partner represents and warrants that: (a) it has sufficient rights to the Partner Technology and Partner Marks to grant the rights and licenses described in this Agreement; (b) Partner Technology does not infringe or misappropriate any Intellectual Property Rights of any third party; (c) Partner will market, promote, distribute, and license the White Label Solution in compliance with all applicable laws and regulations; and (d) Partner has obtained all necessary consents, approvals, and authorizations to enter into and perform this Agreement.

9.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT AI BIZ GURU OR THE WHITE LABEL SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT AI BIZ GURU OR THE WHITE LABEL SOLUTION WILL MEET PARTNER'S OR ANY END CUSTOMER'S SPECIFIC REQUIREMENTS. PARTNER ACKNOWLEDGES THAT PROVIDER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT AI BIZ GURU AND THE WHITE LABEL SOLUTION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

10. INDEMNIFICATION

10.1 Provider Indemnification. Provider shall defend, indemnify, and hold harmless Partner, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, demands, actions, proceedings, and suits, and all related liabilities, damages, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' fees)

(collectively, "Claims") to the extent arising out of or relating to: (a) Provider's alleged infringement or misappropriation of a third party's Intellectual Property Rights resulting from Partner's or End Customers' use of AI BIZ GURU or the White Label Solution in accordance with this Agreement; or (b) Provider's material breach of this Agreement.

10.2 Partner Indemnification. Partner shall defend, indemnify, and hold harmless Provider, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all Claims to the extent arising out of or relating to: (a) Partner's alleged infringement or misappropriation of a third party's Intellectual Property Rights resulting from Provider's use of Partner Technology or Partner Marks in accordance with this Agreement; (b) Partner's material breach of this Agreement; (c) Partner's marketing, promotion, distribution, or licensing of the White Label Solution; or (d) the End Customer Agreements, including any breach thereof by an End Customer.

10.3 Indemnification Procedures. The indemnified party shall: (a) promptly notify the indemnifying party in writing of any Claim; (b) give the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle any Claim unless the settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) provide to the indemnifying party, at the indemnifying party's expense, all reasonable assistance in connection with the defense and settlement of the Claim. The indemnified party reserves the right to retain counsel, at its own expense, to participate in the defense of any such Claim.

10.4 Mitigation for Infringement. If AI BIZ GURU or the White Label Solution becomes, or in Provider's opinion is likely to become, the subject of a Claim under Section 10.1(a), Provider may, at its option and expense: (a) procure for Partner and End Customers the right to continue using AI BIZ GURU or the White Label Solution; (b) modify AI BIZ GURU or the White Label Solution to make it non-infringing while preserving substantially equivalent functionality; or (c) terminate the affected portions of AI BIZ GURU or the White Label Solution and refund any prepaid, unused Fees for the terminated portions. This Section 10.4 sets forth Partner's sole and exclusive remedy, and Provider's entire liability, for any Claim under Section 10.1(a).

11. LIMITATION OF LIABILITY

11.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY PARTNER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

11.2 Exclusion of Consequential Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, INTERRUPTION OF BUSINESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 Exceptions. The limitations and exclusions in Sections 11.1 and 11.2 shall not apply to: (a) a Party's indemnification obligations under Section 10; (b) a Party's breach of its confidentiality obligations under Section 8; (c) Partner's payment obligations under Section 6; or (d) either Party's liability for gross negligence, willful misconduct, or fraud.

12. TERM AND TERMINATION

12.1 Term. This Agreement commences on the Effective Date and continues for a period of [INITIAL_TERM] months ("Initial Term"), unless earlier terminated in accordance with this Section 12. After the Initial Term, this Agreement will automatically renew for successive [RENEWAL_TERM] month periods (each, a "Renewal Term"), unless either Party gives the other Party written notice of non-renewal at least [NON_RENEWAL_NOTICE_PERIOD] days prior to the end of the then-current term.

12.2 Termination for Cause. Either Party may terminate this Agreement for cause: (a) upon thirty (30) days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or (b) immediately upon written notice if the other Party becomes the subject of a

petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

12.3 Termination for Convenience. Provider may terminate this Agreement for convenience by providing Partner with ninety (90) days' prior written notice. Partner may terminate this Agreement for convenience by providing Provider with ninety (90) days' prior written notice; provided, however, that Partner shall remain obligated to pay any Fees for the remainder of the then-current term if such termination occurs during the Initial Term.

12.4 Effect of Termination. Upon termination or expiration of this Agreement:

- (a) All rights and licenses granted to Partner under this Agreement will immediately terminate;
- (b) Partner will immediately cease all marketing, promotion, distribution, and licensing of the White Label Solution;
- (c) Partner will immediately cease all use of Provider Marks;
- (d) Provider will immediately cease all use of Partner Marks;
- (e) Each Party shall return or destroy all Confidential Information of the other Party in its possession;
- (f) Partner shall, within thirty (30) days of termination or expiration, provide Provider with a final report of all End Customers and pay all outstanding Fees;
- (g) Provider shall provide reasonable transition assistance to Partner and End Customers for a period of up to [TRANSITION_PERIOD] days after termination or expiration, subject to payment of applicable Fees; and
- (h) Sections 1, 7, 8, 10, 11, 12.4, and 13 shall survive any termination or expiration of this Agreement.

12.5 End Customer Agreements. Upon termination or expiration of this Agreement, Provider may, at its option, assume the rights and obligations of Partner under the End Customer Agreements or require Partner to terminate the End Customer Agreements. If Provider elects to assume the End Customer Agreements, Partner shall cooperate with Provider to facilitate a smooth transition of End Customers to Provider.

13. GENERAL PROVISIONS

13.1 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither Party has the authority to bind the other Party or to incur any obligation on behalf of the other Party.

13.2 Non-Exclusivity. This Agreement is non-exclusive, and either Party may enter into similar agreements with other parties.

13.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by email. Notices to Provider shall be addressed to the attention of its Chief Legal Officer at 1000 Brickell Av. 715, Ste 1066, Miami, FL, 33131, with a copy to [PROVIDER_EMAIL]. Notices to Partner shall be addressed to the attention of [PARTNER_CONTACT] at [PARTNER_ADDRESS], with a copy to [PARTNER_EMAIL].

13.4 Governing Law. This Agreement shall be governed by the laws of the State of [GOVERNING_LAW_STATE] without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13.5 Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this Agreement, including the formation, interpretation, breach, or termination thereof, shall be resolved as follows:

(a) The Parties shall first attempt in good faith to resolve any dispute by escalating it to senior executives of each Party.

(b) If the dispute is not resolved through executive escalation within thirty (30) days, either Party may initiate binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in [ARBITRATION_LOCATION] by one arbitrator. The arbitrator shall issue a reasoned award. Judgment on the award may be entered in any court having jurisdiction.

(c) Notwithstanding the foregoing, either Party may seek equitable relief, including but not limited to injunctive relief, in any court of competent jurisdiction to enforce its intellectual property rights or confidentiality rights without first engaging in the executive escalation or arbitration process.

13.6 Entire Agreement. This Agreement, including all exhibits and Order Forms, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment, or waiver is to be asserted.

13.7 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety, without the other Party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

13.8 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than the Parties, their respective successors and permitted assigns, except as expressly set forth in Section 4.1(e).

13.9 Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. No waiver under this Agreement shall be effective unless made in writing and signed by an authorized representative of the Party being deemed to have granted the waiver.

13.10 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.11 Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for

any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligations), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: acts of God; flood, fire, earthquake, or explosion; war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; government order, law, or action; embargoes or blockades; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; telecommunications, internet service provider or hosting facility failures or delays; or other similar events beyond the reasonable control of such Party (each, a "Force Majeure Event"). The affected Party shall give prompt notice of the Force Majeure Event to the other Party, shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event, and shall resume performance as soon as reasonably practicable after the removal of the cause.

13.12 Export Compliance. Each Party shall comply with all applicable export control laws and regulations in its performance under this Agreement. Without limiting the foregoing, Partner agrees that it will not export, re-export, or transfer, directly or indirectly, any technical information, data, software, or AI BIZ GURU outputs to any country, entity, or person for which such export, re-export, or transfer is prohibited by applicable law without first obtaining any required export licenses or other governmental approvals.

13.13 Publicity. Neither Party shall issue any press release regarding this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, Provider may include Partner's name and logo in its partner lists and promotional materials, including on its website, provided that such use is in accordance with Partner's trademark usage guidelines provided to Provider.

13.14 Counterparts. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. Electronic signatures shall be binding for all purposes.

EXHIBITS

The following Exhibits are incorporated into and form part of this Agreement:

- **Exhibit A:** Fees and Payment Schedule
- **Exhibit B:** Service Level Agreement

- **Exhibit C:** Support Services
- **Exhibit D:** Rebranding Guidelines

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ETC-AI, Inc.

By: _____

Name: _____

Title: _____

Date: _____

[PARTNER_NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A: FEES AND PAYMENT SCHEDULE

1. **License Fee Models.** Partner may choose one of the following fee models for the White Label Solution:
 - a. **Revenue Share Model:** Partner pays Provider [REVENUE_SHARE_PERCENTAGE]% of the gross revenue received by Partner from End Customers for the White Label Solution.
 - b. **Per-User Model:** Partner pays Provider the following fees based on the number of End Customer users:
 - [TIER_1_USERS] users: \$[TIER_1_PRICE] per user per month
 - [TIER_2_USERS] users: \$[TIER_2_PRICE] per user per month
 - [TIER_3_USERS] users: \$[TIER_3_PRICE] per user per month
 - [TIER_4_USERS]+ users: \$[TIER_4_PRICE] per user per month
2. c. **Flat Fee Model:** Partner pays Provider a flat fee of \$[FLAT_FEE_AMOUNT] per month for up to [FLAT_FEE_USERS] End

Customer users. Additional users will be charged at the Per-User Model rates.

3. **Setup Fee.** Partner shall pay Provider a one-time setup fee of \$[SETUP_FEE] for the initial configuration and customization of the White Label Solution.
4. **Professional Services.** Provider shall provide the following Professional Services to Partner: a. Initial implementation and configuration: \$[IMPLEMENTATION_FEE] b. Custom development: \$[CUSTOM_DEV_RATE] per hour c. Training: \$[TRAINING_FEE] per session d. Additional services as agreed upon by the Parties in a separate Statement of Work.
5. **Payment Schedule.** a. The Setup Fee is due upon execution of this Agreement. b. For the Revenue Share Model, Partner shall pay Provider the revenue share amount within fifteen (15) days after the end of each calendar month. c. For the Per-User Model and Flat Fee Model, Provider shall invoice Partner monthly in advance. d. Professional Services fees will be invoiced upon completion of the services, unless otherwise specified in a Statement of Work.
6. **Minimum Commitment.** For the Initial Term, Partner commits to a minimum monthly payment of \$[MINIMUM_COMMITMENT].
7. **Reporting.** For the Revenue Share Model, Partner shall provide Provider with monthly reports detailing the gross revenue received from End Customers for the White Label Solution, along with the calculation of the revenue share amount due to Provider.

EXHIBIT B: SERVICE LEVEL AGREEMENT

1. **Service Availability.** Provider will make AI BIZ GURU available 99.9% of the time, measured monthly, excluding scheduled maintenance.
2. **Scheduled Maintenance.** Provider will provide at least 48 hours' advance notice for scheduled maintenance. Scheduled maintenance will not exceed 8 hours per month and will be performed during off-peak hours (between 12:00 AM and 5:00 AM Pacific Time).
3. **Service Credits.** If Provider fails to meet the service availability commitment in a given month, Partner will be eligible for service credits as follows:
 - 99.5% to 99.89% availability: 5% of monthly fees
 - 99.0% to 99.49% availability: 10% of monthly fees

- 98.0% to 98.99% availability: 15% of monthly fees
- Below 98.0% availability: 20% of monthly fees
- 4. **Credit Request Process.** To receive service credits, Partner must submit a request within 30 days of the end of the month in which the failure occurred.
- 5. **Exclusions.** The service availability commitment does not apply to: (a) scheduled maintenance; (b) factors outside Provider's reasonable control; (c) Partner's or End Customers' equipment, software, or network connections; or (d) Partner's or End Customers' breach of the Agreement.
- 6. **API Performance.** Provider will ensure that the APIs respond within 500 milliseconds for 95% of requests, measured monthly.
- 7. **Support Response Times.** Provider will respond to Partner support requests within the timeframes specified in Exhibit C.

EXHIBIT C: SUPPORT SERVICES

1. **Support Tiers** a. **Premium Support** (available 24x7x365):
 - Critical (P1): 1-hour response time
 - High (P2): 4-hour response time
 - Medium (P3): 8-hour response time
 - Low (P4): 24-hour response time
2. b. **Standard Support** (available during business hours):
 - Critical (P1): 4-hour response time
 - High (P2): 8-hour response time
 - Medium (P3): 24-hour response time
 - Low (P4): 48-hour response time
3. **Priority Levels** a. **Critical (P1):** The White Label Solution is unavailable or severely impacted, affecting multiple End Customers with no workaround available. b. **High (P2):** Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects multiple End Customers and/or major functionality. c. **Medium (P3):** System performance issue or bug affecting some but not all End Customers. Short-term workaround is available. d. **Low (P4):** Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation, or configuration; bug affecting a small number of End Customers. Workaround is available.
4. **Support Channels**

- **Premium Support:** Phone, email, web portal, and dedicated Slack channel
- **Standard Support:** Email and web portal
- 5. **Support Responsibilities a. Partner Responsibilities:**
 - Provide first-level support to End Customers
 - Troubleshoot basic issues before escalating to Provider
 - Provide clear documentation of issues when escalating
 - Maintain trained support staff familiar with the White Label Solution
- 6. **b. Provider Responsibilities:**
 - Provide second-level support to Partner
 - Resolve technical issues with the White Label Solution
 - Provide regular updates on issue resolution progress
 - Maintain support documentation and knowledge base
- 7. **Training.** Provider will provide initial training to Partner's support staff and will offer refresher training as needed when significant updates are made to the White Label Solution.
- 8. **Escalation Process.** If Partner is not satisfied with the resolution of a support issue, Partner may escalate the issue to Provider's management according to the following escalation path:
 - Level 1: Support Manager
 - Level 2: Director of Customer Success
 - Level 3: Chief Technology Officer

EXHIBIT D: REBRANDING GUIDELINES

1. **Permitted Customizations.** Partner may customize the following elements of AI BIZ GURU to create the White Label Solution: a. Brand name, logo, and color scheme b. User interface elements, including fonts, buttons, and icons c. Domain name and URL structure d. Email templates and notifications e. Documentation and help materials
2. **Required Provider Attributions.** Unless otherwise agreed in writing by Provider, Partner must include the following attributions in the White Label Solution: a. "Powered by AI BIZ GURU" attribution in the footer of each page of the White Label Solution b. Provider's logo in the "About" or similar section of the White Label Solution c. Provider's copyright notice in the legal notices or terms of service of the White Label Solution
3. **Prohibited Customizations.** Partner may not customize or modify: a. The core functionality of AI BIZ GURU b. Security features and authentication

mechanisms c. Data processing and storage mechanisms d. APIs or integration points with third-party services e. Analytics and reporting engines

4. **Customization Process.** Partner shall submit all proposed customizations to Provider for approval before implementing them in the White Label Solution. Provider shall review and respond to such requests within five (5) business days.
5. **Brand Guidelines.** Partner shall provide Provider with its brand guidelines to ensure proper implementation of Partner's branding in the White Label Solution.
6. **Quality Standards.** All customizations must maintain the professional appearance and usability of the White Label Solution. Provider reserves the right to reject customizations that do not meet its quality standards.
7. **Updates and Maintenance.** When Provider updates AI BIZ GURU, it will make commercially reasonable efforts to preserve Partner's customizations. However, Partner may need to reapply or update certain customizations after major updates to AI BIZ GURU.