



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between Submachine Limited (d/b/a "SubHub"), whose principal place of business is located at Ste 17, 42 Great Pulteney Street, Bath BA24DR United Kingdom ("SubHub") and Breanishea Amaya, Massachusetts Association of Hispanic Attorneys, an organization having its principal place of business at 16 Beacon St., Boston, MA, 02108, ("Client") and entered into as of May 1, 2022 (the "Effective Date").

1. Scope of Services

- i. SubHub offers a service called "Speedy Setup" under which it provides assistance to new clients in configuring and setting up their websites hosted on the SubHub platform.
- ii. Client wishes to avail itself of the Speedy Setup service in order to launch its new SubHub website (the "Client Site").
- iii. The pricing, timing and other aspects of the Speedy Setup project ("the Project") are specified in this agreement, which represents the full and complete understanding between the Parties regarding the Project.

2. Price and Payment

- i. SubHub shall undertake the Speedy Setup Project for a fee ("Project Fee") of \$750 (seven hundred and fifty US dollars), payable in advance.
- ii. Client shall provide to SubHub any initial content, logos, media and other content assets ("Content").
- iii. SubHub shall commence work on the Speedy Setup Project once both the Project Fee and Content have been received.
- iv. The Project Fee is exclusive of VAT (if applicable).

3. Activities and Timing

During an initial launch period ("Launch Period") of four to six weeks, SubHub shall reasonably support Client in undertaking the following activities:

- i. Adding the Content to the relevant sections of the Client Site so that it can be made ready for launch.
- ii. Setting up the pages and navigation of the Client Site in accordance with Client's reasonable preferences.
- iii. Assisting with setup of other functionality of the Client Site such as payment processing, ecommerce shop and other capabilities as reasonably agreed.
- iv. Speedy Setup utilizes existing SubHub design templates and does not include custom design services.
- v. SubHub shall provide an initial walkthrough of the site and provide other appropriate advice to help Client to actively manage and update the site on an ongoing basis.
- vi. The expected duration of the Project shall be four to six weeks, subject to prompt provision by Client of all necessary Content and response to any of SubHub's relevant requests.

4. Confidential Information

- i. Each party agrees at all times to keep strictly confidential all Confidential Information (as hereafter defined) belonging to the other party. "Confidential Information" shall mean any information, technical data or know-how including, but not limited to, that which comprises or relates to the other party's confidential and proprietary trade secrets, hardware, software (source code and object code), screens, specifications, designs, plans, drawings, data, prototypes, discoveries, research, developments, processes, procedures, intellectual property, market research, marketing techniques and plans, business plans and strategies, customer names and other information related to customers, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, electronic, graphic or machine-readable form and any analyses, compilations, studies or documents.
- ii. Each party shall at all times protect and safeguard the Confidential Information of the other and agrees not to, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as expressly permitted in this Agreement. Each party shall take every reasonable precaution to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Confidential Information. The parties agree, however, that SubHub may disclose certain Confidential Information on a confidential basis to a Third Party Consultant in accordance with Section 3.4.
- iii. Each party acknowledges that the other party shall have the right to take all reasonable steps to protect its Confidential Information including, but not limited to, injunctive relief and any other remedies as may be available at law or in equity in the event the other party does not fulfill its obligations under this Section.

- iv. Each party agrees to restrict access to the other party's Confidential Information only to those employees and/or Consultants who (i) require access in the course of their assigned duties and responsibilities and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section.
- v. Without granting any right or license, the obligations of the parties hereunder shall not apply to any material or information that: (i) is, or at any time becomes, a part of the public domain through no act or omission of the receiving party; (ii) is independently discovered or developed by the receiving party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing party so that such a protective order may be sought and/or other efforts may be taken to minimize the required disclosure. The parties shall cooperate in seeking the protective order and engaging in such other efforts.
- vi. Nothing in this Agreement shall preclude SubHub from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by SubHub in the performance of Services hereunder.

5. Warranties

- i. SubHub warrants that it has the right to enter into this Agreement and that all Services performed under this Agreement shall be performed in a workmanlike and professional manner.
- ii. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, SUBHUB MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

6. Limitation of Liability

- i. IN NO EVENT SHALL SUBHUB BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF FEES PAID BY CLIENT HEREUNDER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES.
- ii. IN NO EVENT SHALL SUBHUB BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOOD WILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

7. Termination

- i. Client may terminate the Project for any reason; however no refund shall be given once SubHub has commenced work on the Project.
- ii. This Agreement shall expire once the Project has been completed.
- iii. Upon termination or expiration of this Agreement, each party shall, if requested, deliver to the other all copies of all Confidential Information of the other party.

8. General Terms and Conditions

- i. Independent Contractor.** SubHub is an independent contractor and nothing in this Agreement shall be deemed to make SubHub an agent, employee, partner or joint venturer of Client. SubHub shall have no authority to bind, commit, or otherwise obligate Client in any manner whatsoever.
- ii. Expenses and Attorneys' Fees.** In the event any action, including arbitration, is brought to enforce any provision of this Agreement or to declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees, incurred thereby.
- iii. Assignment.** Client may not assign or transfer its rights under this Agreement whether by operation of law, change of control, or in any other manner, without the prior written consent of SubHub. Client may however, assign this Agreement to any person, firm or corporation which, through merger, acquisition or otherwise, succeeds to all or substantially all of that portion of Client's business to which this Agreement pertains, provided: (i) Client provides SubHub with thirty (30) days prior written notice; (ii) the assignee does not compete directly or indirectly with SubHub; (iii) Client and any assignee are current in all fees payable to SubHub; and (iv) any such assignee agrees in writing to be bound by the terms and conditions of this Agreement. Client understands and agrees that any such assignment may change the scope of the Services which may result in delayed completion of the Services and an increase in the costs and fees specified herein.
- iv. Notices.** Any notice required under this Agreement shall be given in writing and shall be deemed effective upon delivery to the party addressed. All notices shall be sent to the applicable postal or email address specified on the face page hereof or to such other address as the parties may designate in writing.
- v. Force Majeure.** SubHub shall not be liable to Client for any delay or failure of SubHub to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of SubHub. Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Client in providing required resources or support or performing any other requirements hereunder.
- vi. Reservation of Rights.** SubHub reserves all rights not specifically granted herein.
- vii. Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals, prior discussions and writings between the parties with respect thereto. The terms and conditions of any purchase

order or other instrument issued by Client in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding on SubHub.

viii. Modifications. The parties agree that this Agreement cannot be altered, amended or modified, except in writing which is signed by an authorized representative of both parties.

ix. Headings. Headings are for reference purposes only, have no substantive effect, and shall not enter into the interpretation hereof.

x. No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

xi. Severability and Reformation. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

xii. Survival. The provisions set forth in Sections 4, 5, 6 and 7.2 of this Agreement shall survive termination or expiration of this Agreement.

xiii. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED AND INTERPRETED BY THE LAWS OF ENGLAND AND WALES, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF ANY STATE OR JURISDICTION. ANY ACTION OR SUIT RELATED TO THIS AGREEMENT SHALL BE BROUGHT IN THE RELEVANT COURTS OF ENGLAND AND WALES.

The parties hereto agree to the foregoing as evidenced by their signatures below.

Submachine Limited

Name: _____

Title: _____

Date: _____

Signature: _____

[Client]

Name: _____

Title: _____

Date: _____

Signature: _____

