



MASTER SERVICE AGREEMENT

Enterprise Edition — Scantra.ai DBA Scantra

Version 1.0 | Effective June 10, 2026

A software product of Violet Organization, a 501(c)(3) non-profit organization

EIN: 81-3855319

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c/o Violet Organization, a 501(c)(3) non-profit organization (EIN: 81-3855319), 210 Lake Dr E, Cherry Hill, NJ 08002

MASTER SERVICE AGREEMENT

Enterprise Edition

Effective Date: June 10, 2026

This Master Service Agreement ("Agreement" or "MSA") is entered into as of [Effective Date] ("Effective Date") by and between:

SERVICE PROVIDER: Scantra.ai DBA Scantra, a program of Violet Organization, a 501(c)(3) non-profit corporation organized under the laws of the State of New Jersey (EIN: 81-3855319), with its principal place of business at 210 Lake Dr E, Cherry Hill, NJ 08002 ("Scantra" or "Provider"); and

CLIENT: [Client Legal Name], a [corporation / limited liability company / nonprofit corporation / other entity] organized under the laws of [State / Jurisdiction of Organization], with its principal place of business at [Client Address] ("Client").

Provider and Client are each referred to herein individually as a "Party" and collectively as the "Parties."

Section I. RECITALS

WHEREAS, Provider is engaged in the business of developing and delivering SEO analysis, compliance monitoring, AI-driven optimization tools, and related digital marketing services through the Scantra platform;

WHEREAS, Client desires to obtain from Provider certain services, and Provider desires to provide such services to Client, pursuant to the terms and conditions set forth herein; and

WHEREAS, the Parties desire to establish a framework agreement governing all current and future engagements between them, with the specific scope, fees, and deliverables for each engagement to be set forth in individual Statements of Work executed hereunder.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section II. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where 'control' means ownership of more than fifty percent (50%) of the voting securities of such entity.

"Change Order" means a written amendment to a Statement of Work, executed by authorized representatives of both Parties, that modifies the scope, timeline, fees, or deliverables of that SOW.

"Confidential Information" means any non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether disclosed orally, in writing, electronically, or by inspection of tangible objects, 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.

"Custom Deliverables" means any software, code, configurations, reports, documentation, or other work product developed by Provider specifically for Client pursuant to a Statement of Work, as identified therein.

"Documentation" means all user manuals, technical specifications, API references, and other written materials provided by Provider describing the Services or Platform.

"Fees" means all amounts payable by Client to Provider as set forth in an Order Form or Statement of Work.

"Force Majeure Event" means any event beyond a Party's reasonable control, including acts of God, natural disasters, pandemic, war, terrorism, governmental action, internet or infrastructure outages, or labor disputes.

"Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, moral rights, and all other intellectual property or proprietary rights recognized in any jurisdiction.

"Order Form" means a written or electronic form executed by the Parties that sets forth the commercial terms for a subscription or services engagement, incorporating this Agreement by reference.

"Platform" means Provider's proprietary Scantra software platform, including all software, algorithms, AI models, data compilations, APIs, user interfaces, and related systems, as updated from time to time.

"Provider IP" means the Platform, Documentation, Provider's pre-existing intellectual property, and any improvements, enhancements, or derivative works of any of the foregoing, regardless of who creates them.

"Services" means the SEO analysis, compliance monitoring, AI optimization, professional services, and related services described in the applicable Statement of Work or Order Form.

"Statement of Work or SOW" means a document executed by both Parties describing a specific engagement, incorporating this Agreement by reference, and specifying the services, deliverables, timeline, fees, and responsibilities applicable to that engagement.

"Subscription Term" means the period during which Client is authorized to access the Platform, as specified in the applicable Order Form.

Section III. STATEMENTS OF WORK AND ORDER FORMS

III.I Execution of SOWs

The Parties shall execute individual Statements of Work describing each engagement. Each SOW is incorporated into and governed by this Agreement. In the event of a conflict between a SOW and this Agreement, the SOW shall control solely with respect to the subject matter expressly addressed in that SOW. No SOW shall modify the general terms of this Agreement unless it expressly so states.

III.II Order of Precedence

In the event of any conflict among the documents comprising the agreement between the Parties, the following order of precedence shall apply: (i) an applicable Change Order; (ii) the applicable SOW; (iii) an applicable Order Form; (iv) this Agreement; and (v) any incorporated exhibits or schedules.

III.III Change Orders

Any modification to the scope, deliverables, timeline, or fees set forth in a SOW requires a written Change Order executed by authorized representatives of both Parties before the additional or modified work commences. Provider is not obligated to perform work outside the scope of a SOW without an executed Change Order. Time and materials work performed prior to execution of a Change Order is at Provider's risk.

Section IV. FEES, INVOICING, AND PAYMENT

IV.I Fees

Client shall pay Provider all Fees set forth in the applicable SOW or Order Form. Unless otherwise specified, all Fees are stated in United States Dollars and are exclusive of applicable taxes, duties, and levies, which Client is solely responsible for.

IV.II Invoicing and Payment Terms

- Provider shall issue invoices in accordance with the billing schedule set forth in the applicable SOW or Order Form.
- Unless otherwise specified, payment is due within thirty (30) days of the invoice date ("Net 30").
- Client shall notify Provider in writing of any good-faith dispute regarding an invoice within ten (10) business days of receipt. Undisputed amounts remain due regardless of any dispute over other portions of an invoice.
- Amounts not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from the due date until paid in full.
- If Client's account becomes more than thirty (30) days past due, Provider may, upon written notice, suspend Services until all outstanding amounts are paid in full. Provider shall not be liable for any damages arising from a suspension resulting from Client's non-payment.

IV.III Taxes

Each Party shall be responsible for its own income taxes. Client shall be responsible for all sales, use, value-added, goods and services, and similar taxes imposed on the Services, except for taxes based on Provider's net income. If Provider is required by law to collect such taxes, Provider shall invoice Client for such amounts and Client shall remit them promptly.

IV.IV Expenses

Client shall reimburse Provider for all pre-approved, reasonable, and documented out-of-pocket expenses incurred in connection with the Services, including travel, lodging, and meals. Provider shall obtain Client's prior written approval for any single expense exceeding \$[_____].

Section V. TERM AND TERMINATION

V.I Agreement Term

This Agreement commences on the Effective Date and continues until terminated in accordance with this Section. The expiration or termination of this Agreement shall automatically terminate all outstanding SOWs unless the Parties expressly agree otherwise in writing.

V.II Termination for Convenience

Either Party may terminate this Agreement or any individual SOW for convenience upon sixty (60) days' prior written notice to the other Party. Upon termination for convenience by Client, Client shall pay Provider for all Services performed and expenses incurred through the effective date of termination, plus any non-cancellable costs reasonably incurred by Provider in anticipation of performing the terminated SOW.

V.III Termination for Cause

Either Party may terminate this Agreement or any SOW immediately upon written notice if the other Party: (i) materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice specifying the breach in reasonable detail; (ii) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy, receivership, or similar proceedings; or (iii) commits fraud or willful misconduct in connection with this Agreement.

V.IV Effect of Termination

- All payment obligations accrued prior to termination survive.
- Client shall cease all use of the Platform and return or destroy all Provider Confidential Information within thirty (30) days of termination.
- Provider shall, upon written request received within sixty (60) days of termination, provide Client with a data export in a commercially reasonable format.
- The following Sections survive termination of this Agreement: Definitions, Intellectual Property, Confidentiality, Representations and Warranties, Limitation of Liability, Indemnification, Dispute Resolution, and General Provisions.

Section VI. INTELLECTUAL PROPERTY

VI.I Provider IP

Provider retains all right, title, and interest in and to the Provider IP, including all Intellectual Property Rights therein. Nothing in this Agreement transfers any ownership of Provider IP to Client. Client receives only the limited license rights expressly granted herein.

VI.II License to Client

Subject to Client's compliance with this Agreement and timely payment of all Fees, Provider grants Client a limited, non-exclusive, non-transferable, non-sublicensable license during the applicable Subscription Term to: (i) access and use the Platform solely for Client's internal business purposes; and (ii) use the Documentation solely to support Client's authorized use of the Platform.

VI.III Custom Deliverables

Unless otherwise expressly stated in the applicable SOW, all Custom Deliverables shall be owned as follows:

- If the SOW designates a Custom Deliverable as a "work made for hire," such deliverable shall be owned by Client upon payment in full of all Fees for that SOW. Provider retains a perpetual,

irrevocable, royalty-free license to use the underlying methodologies, know-how, and general concepts embodied in such deliverable.

- If the SOW does not designate a Custom Deliverable as work made for hire, Provider retains ownership and grants Client a perpetual, non-exclusive, non-transferable license to use such deliverable for Client's internal business purposes.
- In no event shall any Custom Deliverable include or be deemed to transfer any rights in the Provider IP or Platform.

VI.IV Client Data

Client retains all right, title, and interest in and to Client's data, content, and materials provided to Provider in connection with the Services ("Client Data"). Client grants Provider a limited license to use Client Data solely to perform the Services and fulfill Provider's obligations under this Agreement. Provider shall not use Client Data for any other purpose, including without limitation to train machine learning models or to provide services to third parties.

VI.V Feedback

If Client provides Provider with suggestions, ideas, enhancement requests, or other feedback regarding the Services or Platform ("Feedback"), Client hereby grants Provider a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate such Feedback into the Platform or Services without restriction and without any obligation of attribution or compensation to Client.

Section VII. CONFIDENTIALITY

VII.I Obligations

Each Receiving Party agrees to: (i) hold the Disclosing Party's Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; (ii) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent; (iii) limit disclosure to employees, contractors, and advisors with a need to know who are bound by confidentiality obligations at least as protective as those set forth herein; and (iv) use Confidential Information solely for the purposes of performing obligations or exercising rights under this Agreement.

VII.II Exclusions

Confidentiality obligations do not apply to information that: (i) is or becomes publicly known through no breach of this Agreement; (ii) was rightfully known to the Receiving Party before disclosure without restriction; (iii) is independently developed by the Receiving Party without use of Confidential Information; or (iv) is required to be disclosed by law, court order, or governmental authority, provided the Receiving Party gives prompt prior written notice to enable the Disclosing Party to seek a protective order.

VII.III Duration

Confidentiality obligations under this Agreement survive termination for a period of three (3) years, except with respect to trade secrets, for which obligations survive indefinitely.

VII.IV Injunctive Relief

The Parties acknowledge that breach of this Section would cause irreparable harm not adequately compensable by monetary damages. Either Party may seek injunctive or other equitable relief to prevent or remedy a breach of this Section without the requirement of posting a bond.

Section VIII. DATA PROTECTION

VIII.I Data Processing Agreement

Where Provider processes personal data on behalf of Client as a data processor within the meaning of applicable data protection law, including without limitation the GDPR, UK GDPR, CCPA/CPRA, LGPD, PIPEDA, and the Australian Privacy Act, the Parties shall execute Provider's standard Data Processing Agreement ("DPA"), which is incorporated herein by reference. In the event of a conflict between the DPA and this Agreement with respect to the processing of personal data, the DPA shall control.

VIII.II Security

Provider shall implement and maintain commercially reasonable technical and organizational security measures designed to protect Client Data against unauthorized access, disclosure, alteration, or destruction, consistent with the security standards set forth in Provider's Security and Trust Policy and the applicable DPA.

VIII.III Data Breach Notification

Provider shall notify Client without undue delay, and in no event later than forty-eight (48) hours, after becoming aware of a confirmed security breach affecting Client Data. Such notification shall include the nature of the breach, categories and approximate number of records affected, likely consequences, and measures taken or proposed.

Section IX. REPRESENTATIONS AND WARRANTIES

IX.I Mutual Representations

Each Party represents and warrants that: (i) it is duly organized, validly existing, and in good standing under applicable law; (ii) it has full power and authority to enter into this Agreement; (iii) this Agreement has

been duly authorized and constitutes a legal, valid, and binding obligation enforceable in accordance with its terms; and (iv) its execution and performance of this Agreement does not violate any applicable law or any agreement with a third party.

IX.II Provider Warranties

Provider represents and warrants that: (i) the Services will be performed in a professional and workmanlike manner by qualified personnel consistent with industry standards; (ii) the Platform will materially conform to the Documentation during the Subscription Term; (iii) Provider has all necessary rights to provide the Services and grant the licenses herein; and (iv) the Platform, to Provider's knowledge, does not infringe any third party's Intellectual Property Rights.

IX.III Client Warranties

Client represents and warrants that: (i) Client has all necessary rights and permissions to provide Client Data to Provider and to authorize Provider's use thereof as contemplated herein; (ii) Client Data does not infringe any third party's rights; (iii) Client's use of the Services will comply with all applicable laws and regulations; and (iv) Client will not use the Services in violation of Provider's Acceptable Use Policy.

IX.IV Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED OR ERROR-FREE OPERATION. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT ALL DEFECTS WILL BE CORRECTED. PROVIDER DOES NOT GUARANTEE ANY SPECIFIC SEO RANKINGS, TRAFFIC LEVELS, OR BUSINESS OUTCOMES.

Section X. LIMITATION OF LIABILITY

X.I Exclusion of Consequential Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

X.II Aggregate Liability Cap

EXCEPT FOR OBLIGATIONS ARISING UNDER SECTION IX (INDEMNIFICATION), SECTION VI (CONFIDENTIALITY), OR SECTION VII (DATA PROTECTION), EACH

PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO PROVIDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

X.III Exceptions

The limitations in Sections VIII.A and VIII.B shall not apply to: (i) a Party's indemnification obligations under Section IX; (ii) damages arising from a Party's gross negligence or willful misconduct; (iii) either Party's breach of its confidentiality obligations under Section VI; (iv) Client's infringement of Provider's Intellectual Property Rights; or (v) liabilities that cannot be limited by applicable law.

X.IV Essential Basis

The Parties acknowledge that the limitations of liability in this Section reflect a reasonable allocation of risk and form an essential basis of the bargain between the Parties. Provider would not have entered into this Agreement absent these limitations.

Section XI. INDEMNIFICATION

XI.I Provider Indemnification

Provider shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents ("Client Indemnitees") from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) ("Losses") arising out of or relating to: (i) Provider's breach of its representations and warranties under this Agreement; (ii) Provider's gross negligence or willful misconduct; or (iii) a claim that the Platform, as provided by Provider, infringes a third party's Intellectual Property Rights, provided Client promptly notifies Provider of such claim, grants Provider sole control of the defense, and cooperates reasonably.

XI.II Client Indemnification

Client shall indemnify, defend, and hold harmless Provider and its officers, directors, employees, and agents from and against any Losses arising out of or relating to: (i) Client's breach of its representations and warranties; (ii) Client's violation of applicable law; (iii) Client's use of the Services in violation of this Agreement or the Acceptable Use Policy; or (iv) any claim that Client Data infringes a third party's rights.

XI.III Infringement Remedy

If the Platform becomes or is likely to become the subject of an infringement claim, Provider may, at its option and expense: (i) obtain the right for Client to continue using the Platform; (ii) modify the Platform to be non-infringing while preserving material functionality; or (iii) terminate the affected license and

refund prepaid, unused Fees. This Section states Provider's sole liability and Client's exclusive remedy for intellectual property infringement.

Section XII. DISPUTE RESOLUTION

XII.I Informal Resolution

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through informal negotiation. Either Party may initiate informal resolution by delivering written notice to the other Party describing the dispute in reasonable detail. Senior representatives of each Party shall confer within fifteen (15) business days of such notice and attempt to resolve the dispute.

XII.II Mediation

If the Parties are unable to resolve a dispute through informal negotiation within thirty (30) days of the initial written notice, either Party may submit the dispute to non-binding mediation administered by JAMS or the American Arbitration Association ("AAA") under the applicable mediation rules. The costs of mediation shall be borne equally by the Parties.

XII.III Binding Arbitration

If mediation is unsuccessful, the dispute shall be resolved by binding arbitration administered by the AAA under its Commercial Arbitration Rules (or, if Client is a consumer, the Consumer Arbitration Rules) before a single arbitrator. The arbitration shall be conducted in New Jersey or, at the election of either Party, by videoconference. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs unless the arbitrator determines otherwise.

XII.IV Class Action Waiver

EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO PURSUE ANY CLAIM AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. ALL CLAIMS SHALL BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS ONLY.

XII.V Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Subject to the arbitration provisions above, each Party submits to the exclusive jurisdiction of the state and federal courts sitting in New Jersey for any matter not subject to arbitration.

Section XIII. GENERAL PROVISIONS

XIII.I Entire Agreement

This Agreement, together with all SOWs, Order Forms, DPAs, and other incorporated exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, and understandings, whether written or oral.

XIII.II Amendment

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by authorized representatives of both Parties. No purported amendment communicated orally or via email shall be effective unless reduced to a signed writing.

XIII.III Waiver

No failure or delay by either Party in exercising any right, power, or remedy shall operate as a waiver thereof. A waiver of any breach shall not be deemed a waiver of any subsequent breach of the same or any other provision.

XIII.IV Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary such that this Agreement shall otherwise remain in full force and effect.

XIII.V Assignment

Client may not assign this Agreement or any rights or obligations hereunder without Provider's prior written consent, not to be unreasonably withheld. Provider may assign this Agreement without Client's consent in connection with a merger, acquisition, or sale of all or substantially all of Provider's assets. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

XIII.VI Force Majeure

Neither Party shall be liable for any delay or failure in performance resulting from a Force Majeure Event, provided the affected Party: (i) gives prompt written notice to the other Party; (ii) uses commercially reasonable efforts to mitigate the impact; and (iii) resumes performance as soon as practicable. If a Force Majeure Event continues for more than sixty (60) days, either Party may terminate the affected SOW upon written notice.

XIII.VII Notices

All notices under this Agreement shall be in writing and delivered by: (i) personal delivery; (ii) nationally recognized overnight courier; (iii) certified or registered mail, return receipt requested; or (iv) email with written confirmation of receipt. Notices to Provider shall be sent to: Scantra.ai DBA Scantra, 210 Lake Dr E, Cherry Hill, NJ 08002, Attn: Legal, Info@scantra.ai. Notices to Client shall be sent to the address set forth in the applicable Order Form.

XIII.VIII Relationship of the Parties

The Parties are independent contractors. Nothing in this Agreement creates or implies any partnership, joint venture, agency, employment, or franchise relationship between the Parties. Neither Party has authority to bind the other or to incur obligations on the other's behalf.

XIII.IX No Third-Party Beneficiaries

This Agreement is for the sole and exclusive benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer any rights or remedies upon any other person.

XIII.X Publicity

Neither Party shall issue any press release or public statement identifying the other Party as a customer or service provider without the other Party's prior written consent, except that Provider may include Client's name and logo in a standard client list with Client's prior approval.

XIII.XI Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

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| SERVICE PROVIDER Scantra.ai DBA Scantra A program of Violet Organization Signature: Printed Name: Title: Date: Email: _____ | CLIENT [Client Legal Name] Signature: Printed Name: Title: Date: Email: _____ |
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EXHIBIT A — Form of Statement of Work (see separate SOW document)

EXHIBIT B — Data Processing Agreement (see separate DPA document)

EXHIBIT C — Acceptable Use Policy (incorporated by reference)

EXHIBIT D — Service Level Agreement (see separate SLA document)

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