

AMASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“MSA”) is made and entered into effective as of July 24, 2025 (the “*Effective Date*”), by and between **SAFESPACE GLOBAL CORPORATION**, a Nevada corporation (“*SafeSpace Global*”), and **KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)**, a Missouri public transit agency (“*Customer*”). SafeSpace Global and Customer are sometimes individually referred to in this MSA as a “*Party*” and collectively as the “*Parties*”.

WHEREAS, SafeSpace Global is in the business of developing and providing AI-powered platforms and monitoring solutions used to enhance safety and security in a variety of applications and industries; and

WHEREAS, SafeSpace Global desires to enter into an agreement with Customer to govern the provision of services to Customer; and

WHEREAS, Customer desires to enter into an agreement with SafeSpace Global for the services to be provided by SafeSpace Global;

NOW, THEREFORE, for and in consideration of the mutual promises and obligations in this MSA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions. Capitalized terms used in this MSA shall have the meanings set forth below. All other capitalized terms used in the MSA are defined where they are used and have the meanings so indicated.

- 1.1 “*Affiliate*” means, with respect to a Party, any entity at any tier that controls, is controlled by, or is under common control with that Party. For purposes of this definition, the term “control” (including with correlative meanings, the terms “controlled by” and “under common control with”) means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract, or otherwise.
- 1.2 “*Change Order*” means a document that amends an SOW.
- 1.3 “*Charges*” means the charges for the Services set forth in an SOW.
- 1.4 “*Claim*” means any civil, criminal, administrative, regulatory, or investigative action or proceeding commenced or threatened by a Third Party, including Governmental Authorities and regulatory agencies, however described or denominated.
- 1.5 “*Customer Data*” means the recorded video and audio captured by SafeSpace Global Equipment for the purposes of providing the Services.
- 1.6 “*Customer Systems*” means Customer owned or controlled websites, servers, and other equipment and software used in the conduct of the Customer’s business.
- 1.7 “*Data Privacy Laws*” means all data privacy and/or data protection laws and regulations, including, but not limited to, laws and regulations of the applicable jurisdictions, applicable to the processing of Personal Data under this MSA.

- 1.8 “**Derivative Work**” means a derivative work as defined in the Copyright Act, 17 U.S.C. § 101 *et seq.*, as amended.
- 1.9 “**Deliverables**” means, as further specified in a SOW, results of the Services to be provided by SafeSpace Global to Customer, including output produced in electronic, written, or verbal form.
- 1.10 “**Dispute**” means any dispute, controversy, or Claim, including situations or circumstances in which the Parties are required to mutually agree on additions, deletions, or changes to terms, conditions, or Charges, arising out of or relating to this MSA.
- 1.11 “**Documentation**” means the software instructions and guides made available by SafeSpace Global for use with the SafeSpace Global Software, as may be updated from time to time by SafeSpace Global in its sole discretion.
- 1.12 “**Exhibit**” means an attachment to this MSA.
- 1.13 “**Facilities**” means the Customer facilities at and for which SafeSpace Global will provide and perform the Services, as set forth in an applicable SOW.
- 1.14 “**Governmental Authority**” means any nation or government, any federal, state, provincial, territorial, city, town, municipality, county, local, or other political subdivision thereof or thereto, and any court, tribunal, arbitral body, taxation authority, department, commission, board, bureau, agency, instrumentality thereof or thereto, or otherwise which exercises executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government.
- 1.15 “**Intellectual Property Rights**” means any and all intellectual property rights existing from time to time under any Law, including patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions, and restorations of any of the foregoing, now or hereafter in force and effect worldwide. For purposes of this definition, rights under patent law shall include rights under any and all patent applications and patents (including letters patent and inventor’s certificates) anywhere in the world, including any provisionals, substitutions, extensions, supplementary patent certificates, reissues, renewals, divisions, continuations, continuations-in-part, continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the Laws of the United States or of any other country.
- 1.16 “**Law**” means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances, and other pronouncement having the effect of law of the United States, any foreign country, or any domestic or foreign state, county, city, province, or other political subdivision, including those promulgated, interpreted, or enforced by any Governmental Authority. As applicable, this may include, but is not limited to, the Health Insurance Portability and Accountability Act of 1996 (as amended, the “**HIPAA Act**”), the Privacy Standards and Security Standards and other rules and regulations promulgated thereunder, the

Health Information Technology for Economic and Clinical Health Act (“**HITECH Act**”), and the rules and regulations promulgated thereunder (HIPAA Act, HITECH Act, the Privacy Standards, the Security Standards, **Data Privacy Laws**, and such other rules and regulations, collectively, “**HIPAA**”).

- 1.17 “**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.
- 1.18 “**MSA**” means this MSA, all Exhibits to this MSA, and all other documents incorporated into this MSA by reference.
- 1.19 “**Personal Data**” means any information relating to an identified or identifiable individual where such information is protected similarly as personal data, personal information, or personally identifiable information under Data Privacy Laws.
- 1.20 “**SafeSpace Global Equipment**” means all equipment owned or leased by SafeSpace Global that is used, directly or indirectly, to provide the Services.
- 1.21 “**SafeSpace Global Representatives**” means SafeSpace Global’s employees and Affiliates, subcontractors, agents, representatives, and the employees of the foregoing.
- 1.22 “**SafeSpace Global Software**” means the Software used by SafeSpace Global from time to time in providing the Services.
- 1.23 “**SafeSpace Global Technology**” means SafeSpace Global’s proprietary software and other technology used to provide the Services, including any enhancements, modifications, and Derivative Works to any of the foregoing, as well as any and all suggestions, ideas, enhancement requests, and feedback relating thereto.
- 1.24 “**Services**” means the services to be performed by SafeSpace Global as set forth in an applicable SOW.
- 1.25 “**Software**” means any computer programming code consisting of instructions or statements in a form readable by individuals (source code) or machines (object code), and related Documentation and supporting materials thereof, in any form or medium, including electronic media.
- 1.26 “**SOW**” means a statement of work, subaerially in the form of Exhibit 1, entered into by the Parties describing the Services to be provided by SafeSpace Global under that SOW and its attached Schedules. An SOW shall outline the Charges associated with the Services.
- 1.27 “**Tax**” means federal, state, and local sales, use, and other similar types of transfer taxes or fees, however designated or imposed, which are in the nature of a transaction tax or fee, but not including any taxes, duties, or fees imposed on or measured by net or gross income or gross receipts, capital stock, or net worth or in the nature of an income, capital, franchise, or net worth tax.
- 1.28 “**Third Party**” means a business or entity other than SafeSpace Global, the Customer, or any of their respective Affiliates.

1.29 “**Trade Secrets**” means with respect to a Party and/or designated group including such Party, information related to the services and/or business of the disclosing Party or such group, and/or of a Third Party, which (a) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts by the disclosing Party and/or such group that are reasonable under the circumstances to maintain its secrecy, including (i) marking any information clearly and conspicuously with a legend identifying its confidential or proprietary nature; (ii) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication; or (iii) otherwise treating such information as confidential or secret. Assuming the criteria in sections (a) and (b) above are met, Trade Secrets include, but are not limited to, technical and nontechnical data, formulas, patterns, compilations, computer programs and software, devices, drawings, processes, methods, techniques, designs, programs, financial plans, product plans, and lists of actual or potential customers and suppliers.

1.30 “**User**” means the Customer and its Affiliates’ employees, agents, and representatives who are authorized to access and use the Services and Deliverables.

2. Parties to Agreement. This MSA is entered into by and between SafeSpace Global and Customer. However, any Affiliate of Customer may contract for Services with SafeSpace Global by issuing a SOW under this MSA. In such event the term “Customer,” as used in this MSA, shall be deemed to apply to such Affiliate. Customer shall at all times retain responsibility for the compliance by its Affiliates with the terms of this MSA and any SOWs issued by such Affiliates under this MSA.

3. Scope of Services. From time to time during the term of this MSA, Customer may issue to SafeSpace Global a SOW referencing this MSA substantially in the form attached hereto as Exhibit 1. In the event SafeSpace Global accepts any such SOW, SafeSpace Global shall provide Services to Customer as set forth in such SOW, and such SOW, together with all Services and Deliverables provided to Customer pursuant to such SOW, shall be subject to the terms and conditions of this MSA.

4. Changes to Scope of Services. Either Party may request changes to any SOW governed by this MSA that change the Services. All such changes to a SOW must be agreed to in writing and signed on behalf of both Parties in the form of a Change Order. Such changes may result in changes to the Charges in the SOW or other special terms. The effect of such changes must also be agreed to in writing and signed on behalf of both Parties in the form of a Change Order.

5. SafeSpace Global Equipment.

5.1 Ownership of and Access to SafeSpace Global Equipment. In order to provide the Services, SafeSpace Global will need to install certain SafeSpace Global Equipment at Customer’s Facilities. All right, title, and interest in and to such SafeSpace Global

Equipment shall at all times remain with and belong to SafeSpace Global, and Customer shall provide SafeSpace Global Representatives with reasonable physical and network access to Customer's Facilities and Customer Systems during and after the Term to install, maintain, and remove such SafeSpace Global Equipment.

- 5.2 **Standards of Conduct.** While at Customer's Facilities, SafeSpace Global Representatives shall adhere to Customer's applicable rules and regulations governing use of such Facilities identified to SafeSpace Global and comply with reasonable standards of conduct. SafeSpace Global Representatives will be provided with suitable identification to obtain access to appropriate areas in Customer's Facilities and shall be entitled to the use of such parking facilities, cafeterias, and restrooms as may be authorized for their use. No other Customer Facilities or areas of Customer Facilities shall be available for use by SafeSpace Global Representatives.
- 5.3 **Access to Customer Systems.** SafeSpace Global Representatives may be given access to Customer Systems. SafeSpace Global Representatives shall use such Customer Systems only for the purpose of providing the Services and Deliverables required under an applicable SOW and shall not use such Customer Systems for any other purpose whatsoever, including, but not limited to, any recreational purpose, and will not attempt to access information for which SafeSpace Global Representatives have no authorization.

6. SafeSpace Global Software and SafeSpace Global Technology.

- 6.1 **License Rights.** The Parties acknowledge that SafeSpace Global Software and SafeSpace Global Technology will be embedded in the SafeSpace Global Equipment. Subject to the terms, conditions, and restrictions set forth in this MSA (including, but not limited to, the restrictions in Sections 6.2 and 6.3), SafeSpace Global hereby grants to Customer for the Term of this MSA, under any and all Intellectual Property Rights owned or otherwise assertable by SafeSpace Global, a non-exclusive, non-transferable, limited right and license to use such SafeSpace Global Software and SafeSpace Global Technology (i) for Customer's internal business purposes only and (ii) only to the extent necessary to receive the Services and use the Deliverables.
- 6.2 **License Restrictions.** Customer shall not, directly or indirectly, and Customer shall not assist or authorize any User of the SafeSpace Global Software, SafeSpace Global Technology, Services, or Deliverables or any Third Party to:
- 6.2.1 copy or reproduce the SafeSpace Global Software or SafeSpace Global Technology;
 - 6.2.2 copy or reproduce any features, functions, or graphics of the Services or Deliverables;

- 6.2.3 modify, change, alter, translate, improve, or create Derivative Works based on any element of the SafeSpace Global Software or SafeSpace Global Technology;
- 6.2.4 decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code, object code, or underlying ideas or algorithms of the SafeSpace Global Software or SafeSpace Global Technology;
- 6.2.5 sublicense, sell, transfer, assign, rent, lease, distribute, or otherwise commercially exploit for the benefit of a Third Party the SafeSpace Global Software, SafeSpace Global Technology, Services, or Deliverables;
- 6.2.6 “frame” or “mirror” any content provided in connection with the Services or Deliverables;
- 6.2.7 allow User accounts to be shared or used by more than one individual User (except that User accounts may be reassigned to new Users replacing individuals who have terminated employment or otherwise changed job status or function and no longer need to use the Services).
- 6.2.8 rent, lease, sell, re-sell, distribute, assign, or otherwise transfer its rights to use the SafeSpace Global Software, SafeSpace Global Technology, Services, or Deliverables;
- 6.2.9 use SafeSpace Global Software, SafeSpace Global Technology, Services, or Deliverables for outsourcing, time sharing, service bureau, or other similar enterprise for the benefit of any person or entity other than for the benefit of Customer and its residents;
- 6.2.10 remove any proprietary notices from the SafeSpace Global Software, SafeSpace Global Technology, Services, or Deliverables;
- 6.2.11 interfere with or disrupt the integrity or performance of the SafeSpace Global Software, SafeSpace Global Technology, or SafeSpace Global Equipment;
- 6.2.12 introduce any Malicious Code into the SafeSpace Global Software; or
- 6.2.13 otherwise attempt to gain unauthorized access to the SafeSpace Global Software, SafeSpace Global Technology, or SafeSpace Global Equipment.

All rights not expressly granted under this MSA are reserved to SafeSpace Global.

7. Services and Deliverables.

- 7.1 **Provision and Quality of Services and Deliverables.** SafeSpace Global will perform certain Services and create and provide certain Deliverables, as more particularly described in the SOW(s) which will be entered into from time to time by the Parties. No obligation to perform any Services or create or provide any Deliverables shall be incurred by SafeSpace Global until such time as a SOW has been executed by authorized representatives of both Parties. The existence of this MSA shall not be construed as imposing any obligation upon SafeSpace Global to agree to a SOW or to otherwise perform any Services for or provide any Deliverables to Customer. The Services and Deliverables shall be provided in a professional and workmanlike manner, in accordance with generally accepted industry standards and practices. Customer agrees that its purchase of the Services and Deliverables is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public statements made by SafeSpace Global with respect to future functionality or features.
- 7.2 **Service Availability.** During the Term, SafeSpace Global will maintain Service availability in accordance with SafeSpace Global's standard service level terms, as detailed in SafeSpace Global's Service Level Agreement ("**SLA**") in effect as of the Effective Date. SafeSpace Global reserves the right to update the service level terms in the SLA or any support policies from time to time, provided SafeSpace Global promptly notifies Customer in writing of any such update should such update materially and adversely affect Customer's rights as provided under the preceding service level commitment or support policy.
- 7.3 **Customer Accounts.** SafeSpace Global may create and maintain administrative, support, system, and maintenance accounts within the Services, all with Customer Data access for SafeSpace Global and its assigned operators and/or other service providers, in order to deliver the Services. Customer acknowledges that certain aspects of the Services are hosted; accordingly, in order to use the Services, Customer understands that: (i) Customer must independently have or must independently obtain Internet access, either directly or through devices that access web-based content, as well as browser software that supports protocols used by SafeSpace Global; (ii) Customer must follow log on procedures for the Services that support such protocols; and (c) SafeSpace Global assumes no responsibility for the foregoing set forth in (i) and (ii).
- 7.4 **Subcontractors and Consultants.** Customer acknowledges and agrees that SafeSpace Global may use subcontractors and consultants to perform the Services to be provided under this MSA.

8. Other Customer Obligations.

- 8.1 **Customer Systems and Connectivity.** Customer is responsible at all times for (i) obtaining, deploying, and maintaining any Customer Systems, including all hardware, software, modems, routers, and other communications equipment and services necessary for Customer to receive and use the Services and Deliverables; (ii) contracting with Third Party Internet, telecommunications, and other service

providers necessary to receive and use the Services and Deliverables; and (iii) paying all Third Party fees and access charges incurred in connection with the foregoing.

- 8.2 **Responsibility for Use.** Customer shall be solely responsible for its actions and the actions of its Users while using the SafeSpace Global Software, SafeSpace Global Technology, Services, and Deliverables. Customer will abide by all applicable Laws in connection with use of the SafeSpace Global Software, SafeSpace Global Technology, Services, and Deliverables. Customer acknowledges and agrees that each User (or any person logging into the Services using a User's access credentials) will be considered an authorized Customer agent, and that Customer will be responsible and liable for the acts and omissions of all such use of the Services (including the provision, receipt, and/or other processing of Customer Data) under Customer's account. Customer acknowledges that Customer's access information, including User IDs and passwords of its Users, will be Customer's "key" to the Services and, accordingly, Customer will be responsible for maintaining the confidentiality of such access information (including each User ID and password). Customer will: (i) notify SafeSpace Global promptly if it becomes aware of any unauthorized use of any User ID, password, or account or any other known or suspected breach of security; (ii) report to SafeSpace Global immediately and use reasonable efforts to promptly stop any violation of this MSA that is known or suspected by Customer or Customer's Users; and (iii) not impersonate another SafeSpace Global user or provide false identity information to gain access to or use the Services.

- 8.3 **Other Responsibilities.** Further, Customer acknowledges and agrees:

- (i) to abide by all Laws applicable to Customer's use of the SafeSpace Global Software, SafeSpace Global Technology, SafeSpace Global Equipment, Services, and Deliverables, including without limitation the provision and storage of Customer Data, and any applicable resident care, visitor, or employee issues;
- (ii) that Customer is responsible for Customer Data retention and storage. SafeSpace Global does not own any Customer Data. Customer, not SafeSpace Global, will have sole responsibility for the accuracy, quality, integrity, legality, and intellectual property ownership or right to use all Customer Data, and SafeSpace Global will not be responsible or liable for the deletion, correction, destruction, damage, or loss of Customer Data not caused by SafeSpace Global or its Affiliates;
- (iii) not to send or store data to or on SafeSpace Global Software, SafeSpace Global Technology, or SafeSpace Global Equipment that violates the rights of any individual or entity established in any jurisdiction;
- (iv) not to use the SafeSpace Global Software, SafeSpace Global Technology, SafeSpace Global Equipment, Services, or Deliverables for illegal, fraudulent or unethical purposes;
- (v) not to interfere or disrupt networks connected to the SafeSpace Global Software, SafeSpace Global Technology, or SafeSpace Global Equipment or interfere with

other ability to access or use SafeSpace Global Software, SafeSpace Global Technology, or SafeSpace Global Equipment;

- (vi) not to distribute, promote or transmit through the SafeSpace Global Software, SafeSpace Global Technology, or SafeSpace Global Equipment any unlawful, harmful, obscene or pornographic material of any kind or nature;
- (vii) to comply with all regulations, policies, and procedures of networks connected to the SafeSpace Global Software, SafeSpace Global Technology, or SafeSpace Global Equipment and SafeSpace Global's service providers;
- (viii) that SafeSpace Global is not responsible for Customer Data retention or production in litigation, state or federal investigations, or for any other purpose;
- (ix) not to use the SafeSpace Global Software except in accordance with the Documentation. Customer acknowledges and agrees that SafeSpace Global neither endorses the contents of Customer or its Users' communications or Customer Data, nor assumes any responsibility for any offensive material contained therein, any infringement of Third-Party Intellectual Property Rights arising therefrom, or any illegal activity facilitated thereby. Further, SafeSpace Global does not guarantee, and does not and is not obligated to verify, authenticate, monitor, or edit any Customer Data that is provided by or on behalf of Customer or any User, or any other information or data uploaded to or stored in the SafeSpace Global Software, SafeSpace Global Technology, or SafeSpace Global Equipment, for completeness, integrity, quality, accuracy, or otherwise.

9. Permits and Licenses. It shall be the responsibility of Customer to pay for any necessary licenses, permits, insurance, and approvals as may be necessary for the performance of the Services under this MSA, unless otherwise specified in an SOW. It shall be the responsibility of Customer to obtain any consents required by Law with respect to its use of the Services and Deliverables (including, but not limited to, from employees, residents, patients, visitors, and vendors).

10. Fees and Expenses.

10.1 **Fees.** As compensation for performing all Services and creating and providing all Deliverables and for assuming all duties, responsibilities, and obligations required by this MSA, Customer will compensate SafeSpace Global for all Charges set forth in each SOW entered into by the Parties.

10.2 **Expenses.** Customer shall also reimburse SafeSpace Global for its other reasonable, pre-approved expenses involved with performing the Services and creating and providing the Deliverables, including, but not limited to, out of pocket travel and living expenses, incurred by SafeSpace Global ("**Expenses**").

- 10.3 **Billing and Payment.** Unless other billing and payment terms are provided for in a SOW, SafeSpace Global shall prepare and submit invoices to the Customer via email for all Services performed and Expenses incurred on a monthly basis. Customer will pay such invoices in U.S. dollars within thirty (30) days of the date of SafeSpace Global's invoice. Payments must be made by wire transfer, ACH, credit card, automatic withdrawal, or such other method as may be agreed upon by the Parties. Customer shall have no right of offset or withholding under this MSA.
- 10.4 **Overdue Payments.** Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at SafeSpace Global's discretion, late charges at the rate of 1.5% 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.
- 10.5 **Suspension of Services and Deliverables.** If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, SafeSpace Global reserves the right to suspend performance of the Services and provision of the Deliverables, without liability to Customer, until such amounts are paid in full.
- 10.6 **Taxes.** Unless otherwise stated, SafeSpace Global's Charges and Expenses fees do not include any Taxes. Customer is responsible for paying all Taxes, excluding only taxes based on SafeSpace Global's income. If SafeSpace Global has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides SafeSpace Global with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 10.7 **Billing and Contact Information.** Customer shall maintain complete and accurate billing and contact information with SafeSpace Global at all times.

11. Proprietary Rights.

- 11.1 **Reservation of Rights.** Customer acknowledges that in providing the Services, SafeSpace Global utilizes (i) the SafeSpace Global name, product and service names associated with the SafeSpace Global Software, SafeSpace Global Technology, SafeSpace Global Equipment, Services, and Deliverables, and other trademarks and service marks; (ii) certain audio and visual information, documents and other works of authorship; and (iii) other technology, Software, hardware, products, processes, algorithms, user interfaces, know-how and other Trade Secrets, techniques, designs, inventions, and other tangible or intangible technical material or information and that the foregoing is covered by Intellectual Property Rights owned or licensed by SafeSpace Global (collectively, "**SafeSpace Global Intellectual Property Rights**"). Customer acknowledges and agrees that the SafeSpace Global Intellectual Property Rights belong

to SafeSpace Global and that other than as expressly set forth in this MSA, no license or other rights in, to, or under the SafeSpace Global Intellectual Property Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved. Upon expiration or earlier termination of this MSA, Customer shall retain no rights of any nature with respect to the SafeSpace Global Software, SafeSpace Global Technology, SafeSpace Global Equipment, or SafeSpace Global Intellectual Property Rights. Customers understands, acknowledges, and agrees that the SafeSpace Global Software may be configured so as to be automatically disabled, removed, or deleted upon the expiration or earlier termination of this MSA or an SOW.

- 11.2 **Customer Data.** As between SafeSpace Global and Customer, all Customer Data is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this MSA. SafeSpace Global may process Customer Data to provide the Services, create and provide the Deliverables, respond to service or technical problems, for training purposes, and in connection with any franchise or license system to which Customer is a party. In addition, SafeSpace Global may also process de-identified Customer Data for algorithmic training, as well as for shared or aggregated data analysis and reporting purposes.
- 11.3 **Suggestions.** Throughout the term of this MSA, Customer shall communicate to SafeSpace Global in writing any and all modifications, changes, or improvements to the SafeSpace Global Software, SafeSpace Global Technology, SafeSpace Global Equipment, Services, and Deliverables suggested by any person or entity to Customer, and all significant errors or incompatibilities experienced by Customer while using the same. Customer agrees that any and all information, inventions, discoveries, or other matters communicated to SafeSpace Global under this Section shall be deemed to be the property of SafeSpace Global, and Customer agrees to execute and deliver to SafeSpace Global, at SafeSpace Global's request, any further documentation necessary to effectuate ownership of such information, inventions, discoveries, or other matters by SafeSpace Global.

12. Confidential Information.

- 12.1 **Confidential Information.** The Parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) certain Confidential Information. “**Confidential Information**” shall mean (i) information concerning a Party's products, business, and operations, including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white papers, product specifications, Trade Secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of a Party and its Affiliates that may be at any time furnished, communicated or delivered by the Disclosing Party to the

Receiving Party, whether in oral, tangible, electronic, or other form; (ii) the terms of any agreement, including this MSA and any SOW, and the discussions, negotiations, and proposals related to any such agreement; (iii) information acquired during any tours of or while present at a Party's facilities; (iv) the SafeSpace Global Software; (v) the SafeSpace Global Technology; and (vi) all other non-public information provided by the Disclosing Party under this MSA. All Confidential Information shall remain the property of the Disclosing Party.

- 12.2 **Use of Confidential Information; Standard of Care.** To the extent permitted by law, the Receiving Party shall maintain the Disclosing Party's Confidential Information in strict confidence and disclose such Confidential Information only to its employees, subcontractors, consultants, and representatives who have a need to know such Confidential Information in order to fulfill the business affairs and transactions between the Parties contemplated by this MSA and who are under confidentiality obligations no less restrictive as this MSA. The Receiving Party shall at all times remain responsible for breaches of this MSA arising from the acts of its employees, subcontractors, consultants, and representatives. The Receiving Party shall use at least the same degree of care with respect to the Disclosing Party's Confidential Information as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this MSA and any SOW and agrees not to use the Disclosing Party's Confidential Information for any other purpose or for the benefit of any Third Party, without the prior written approval of the Disclosing Party.
- 12.3 **Exceptions.** Confidential Information does not include information that: (i) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (ii) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (iii) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (iv) Receiving Party receives from a Third Party free to make such disclosure without breach of any legal or contractual obligation to the Disclosing Party, (v) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (vi) is subject to any applicable freedom of information or open records requirements. It shall be the Receiving Party's burden to prove the existence of any of the foregoing exceptions.
- 12.4 **Required Disclosures.** If the Receiving Party is confronted with legal action to disclose Confidential Information received under this MSA, the Receiving Party shall, unless prohibited by applicable Law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and Receiving Party shall reasonably assist Disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

- 12.5 **Unauthorized Use or Disclosure of Confidential Information; Equitable Relief.** In the event the Receiving Party discovers that any Confidential Information has been used, disseminated, or accessed in violation of this MSA, it will (i) immediately notify the Disclosing Party; (ii) take all commercially reasonable actions available to minimize the impact of the use, dissemination, or access; and (iii) take any and all necessary steps to prevent any further breach of this MSA. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at law. In such event, the Disclosing Party shall be entitled to an injunction, without the necessity of posting a bond, to prevent any further breach of this MSA, in addition to all other remedies available in Law or at equity.
- 12.6 **Publicity.** Neither Party may issue press releases relating to this MSA without the other Party's prior written consent. Notwithstanding the foregoing, either Party may include the name and logo of the other Party in its lists of customers or vendors and other marketing and promotional materials and communications.

13. Data Protection and Use. The Parties agree that the terms of the Data Privacy Addendum annexed at Exhibit 2 governs the processing of Personal Data by SafeSpace Global on behalf of Customer. SafeSpace Global reserves the right to update the Data Privacy Addendum from time to time, provided SafeSpace Global promptly notifies Customer in writing of any such update should such update materially and adversely affect Customer's data privacy rights as provided under the preceding Data Privacy Addendum.

14. Representations and Warranties. Each Party represents, warrants, and covenants that: (i) it has the full power and authority to enter into this MSA and to perform its obligations under this MSA, without the need for any consents, approvals, or immunities not yet obtained; and (ii) its acceptance of and performance under this MSA shall not breach any oral or written agreement with any Third Party or any obligation owed by it to any Third Party to keep any information or materials in confidence. SafeSpace Global does not warrant in any form the results or achievements of the Services provided or the resulting Deliverables. SafeSpace Global only warrants that the Services and Deliverables shall be provided in a professional and workmanlike manner, in accordance with generally accepted industry standards and practices.

THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND DELIVERABLES PROVIDED UNDER THIS MSA AND ANY SOW, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SAFESPACE GLOBAL DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SAFESPACE GLOBAL SHALL NOT BE LIABLE FOR ANY SERVICES OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS IDENTIFIED OR REFERRED TO THE CUSTOMER BY SAFESPACE

GLOBAL DURING THE TERM OF THIS AGREEMENT, PURSUANT TO ANY SOW OR OTHERWISE. CUSTOMER'S EXCLUSIVE REMEDY FOR A BREACH OF WARRANTY IS REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR NON-CONFORMING SERVICES OR DELIVERABLES.

SAFESPACE GLOBAL EXPRESSLY DISCLAIMS ANY WARRANTY TO ANY PERSON OTHER THAN CUSTOMER WITH RESPECT TO THE SERVICES AND DELIVERABLES.

SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO CERTAIN OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

15. Indemnification.

15.1 By SafeSpace Global. SafeSpace Global shall indemnify, defend, and hold Customer harmless against any loss or damage (including reasonable attorneys' fees and costs) incurred in connection with any Claim made or brought against Customer by a Third Party alleging that the SafeSpace Global Software, the SafeSpace Global Technology, the SafeSpace Global Equipment, the Services, or the Deliverables, or the use thereof, as contemplated by this MSA, infringes the Intellectual Property Rights of such Third Party; provided, that Customer (a) promptly gives written notice of the Claim to SafeSpace Global; (b) gives SafeSpace Global sole control of the defense and settlement of the Claim (provided that SafeSpace Global may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to SafeSpace Global, at SafeSpace Global's cost, all reasonable assistance. In the event that a final injunction shall be obtained against Customer's use of the SafeSpace Global Software, the SafeSpace Global Technology, the SafeSpace Global Equipment, the Services, or the Deliverables in any action for which SafeSpace Global must indemnify Customer under this Section, SafeSpace Global may, at its option and expense and without being considered in default in the performance of its obligations under this MSA, and as Customer's sole remedy against SafeSpace Global for such infringement, either (i) procure for Customer the right to continue using the same; or (ii) replace the same with non-infringing software, technology, equipment, services, or deliverables of like quality and capabilities; or (iii) modify the SafeSpace Global Software, the SafeSpace Global Technology, the SafeSpace Global Equipment, the Services, or the Deliverables so that they become non-infringing; or (iv) terminate this MSA and refund to Customer all unearned fees paid, prorated on a daily basis for the period for which fees have been paid.

15.2 By Customer. Customer shall indemnify, defend, and hold SafeSpace Global harmless against any loss or damage (including reasonable attorneys' fees and costs) incurred in connection with Claim made or brought against SafeSpace Global by a Third Party alleging that the Customer Data or use of the same infringes the Intellectual Property

Rights of, or has otherwise harmed, such Third Party; provided, that SafeSpace Global (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases SafeSpace Global of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

16. Limitation of Liability.

16.1 Limitation of Liability. IN NO EVENT SHALL SAFESPACE GLOBAL'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS MSA, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY CUSTOMER TO SAFESPACE GLOBAL UNDER ANY APPLICABLE SOW DURING THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST AROSE.

16.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS MSA OR IN CONNECTION WITH ANY SOW FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF USE, LOSS OF TIME, LOST PROFITS, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND COSTS OF COVER. EACH PARTY ACKNOWLEDGES THAT THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

16.3 Limitation of Actions. Except for actions for non-payment or breach of either Party's Intellectual Property Rights, no action (regardless of form) arising out of or related to this MSA may be commenced by either Party more than one (1) year after the underlying Claim accrued.

17. Insurance. Each Party shall secure and maintain at all times during the Term, at such Party's own expense, the following insurance: (i) Commercial General Liability, at the following limits: One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate; (ii) Professional Liability, Errors and Omissions Coverage, at the following limits: Three Million Dollars (\$3,000,000) general aggregate; and (iii) Cyber Liability coverage at the following limits: Three Million Dollars (\$3,000,000) general aggregate.

18. Term and Termination.

- 18.1 **Term.** The term of this MSA (“**Term**”) will begin as of the Effective Date and expire with respect to any SOW upon the expiration or earlier termination of the SOW. The term of each SOW will be for the period set forth in such SOW. Upon the expiration of the last to expire SOW issued under this MSA, the Term of this MSA shall also expire.
- 18.2 **Termination for Default.** If either Party shall default in the observation or performance of any covenant or agreement contained in this MSA or any SOW and such default continues for more than ten (10) days subsequent to receipt of the non-defaulting Party’s notice, then the non-defaulting Party may, in addition to any of its other remedies and in its sole and absolute discretion, terminate this MSA and all SOWs issued under it effective immediately upon providing written notice of such termination to the defaulting Party. Notice of default shall specify (i) the nature of such default, (ii) the particular numbered section setting forth the covenant or agreement purportedly not observed or performed, and (iii) the specific act or acts which the non-defaulting Party contends would, if undertaken, correct such default.
- 18.3 **Termination for Bankruptcy, Insolvency, or Financial Insecurity.** Either Party may terminate this MSA and all SOWs issued under it, effective immediately upon providing written notice of such termination to the other Party, if the other Party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. This MSA and all SOWs issued under it shall terminate immediately and automatically upon any determination by any court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations under this MSA or any SOW, including, without limitation, rejection of this MSA or any SOW pursuant to 11 U.S.C. § 365.
- 18.4 **Effect of Termination.** Upon termination of this MSA:
- (a) All SOWs issued under this MSA shall terminate; and
 - (b) Customer’s and its Affiliates’ receipt of the Services for all Facilities listed in all SOWs shall immediately cease; and
 - (c) Each Party shall within ten (10) days return to the other Party such other Party’s Confidential Information; and
 - (d) Customer and its Affiliates shall allow SafeSpace Global access to retrieve all SafeSpace Global Equipment at or for all Facilities or otherwise in Customer’s or its Affiliates’ possession, custody, or control; and
 - (e) All accrued amounts due from Customer and its Affiliates to SafeSpace Global for Services and Deliverables received prior to the date of expiration or termination under all SOWs shall become immediately due and payable.

18.5 Surviving Provisions. The following provisions shall survive the expiration or earlier termination of this MSA: Sections 1, 2, 5.1, 8,2, 10,4, 11, 12, 15, 16, 18, 19, 22, 23, 24, 25, 26, 28, 29, and 30.

19. Non-Solicitation. During the Term of this MSA and for one (1) year following the expiration or termination date of this MSA, Customer agrees not to directly solicit or induce any SafeSpace Global employee that has interacted with Customer or has been involved, directly or indirectly, in the performance, review, and/or acceptance of the Services, to consider or accept employment with Customer.

20. Relationship of the Parties. The relationship of the Parties is that of independent contractors. Nothing in this MSA, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees, agents, or representatives. Each of the Parties is an independent contractor, and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other Party, or otherwise act on behalf of the other. This MSA shall not be construed as constituting either Party as partner, joint venturer, or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other Party. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

21. Force Majeure. Neither Party shall be liable under this MSA for any failure or delay in the performance of its obligations under this MSA or any SOW, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, beyond the reasonable control of the Party deemed to render performance of this MSA or any SOW impracticable or impossible (a "***Force Majeure Event***"), for so long as such Force Majeure Event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such a Force Majeure Event within five (5) business days of its occurrence. If a Force Majeure Event causes a material failure in the performance by a Party of more thirty (30) days, the other Party shall have a right to terminate this MSA in connection with such Force Majeure Event.

22. Governing Law; Dispute Resolution.

- 22.1 This MSA shall be governed in its construction, interpretation, and performance by the laws of the State of Missouri, without reference to law pertaining to choice of laws or conflict of laws. In the event of any litigation arising out of or relating to this MSA or the breach, termination, validity, or enforcement of this MSA, venue shall be in the applicable state and federal courts in and for Jackson County, Missouri.
- 22.2 In the event of any Dispute arising out of or related to this MSA or the breach, termination, validity, or enforcement of this MSA, whether based in contract, tort, or statute, including its interpretation, scope, formation, performance, or termination, the Parties shall attempt to settle such Dispute by amicable discussions between two senior executives of SafeSpace Global and Customer having the specific authority to settle the Dispute within fifteen (15) days after one Party giving notice to the other of existence of the Dispute.
- 22.3 If no settlement is reached by this meeting of the Parties, the parties shall attempt in good faith to resolve the dispute through mediation in Knoxville, Tennessee, or such other place as the Parties may otherwise agree, with the assistance of a mutually agreeable mediator. Such mediation will take place with ninety (90) days after notice of the Dispute.
- 22.4 If no settlement is reached at mediation, then the Parties may agree to submit the Dispute to final, binding arbitration in accordance with the JAMS International Arbitration Rules. The tribunal will consist of one arbitrator. The place of arbitration will be Kansas City, Missouri. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 22.5 The prevailing party in any Dispute shall be entitled to recover all costs and reasonable attorneys' fees incurred, including, without limitation, costs and attorneys' fees incurred in any investigations, arbitrations, trials, bankruptcies, and appeals.
- 22.6 The provisions of Sections 20(b) and (c) shall not apply to breaches of Sections 6, 11, 12, and 19, for which the non-breaching party may proceed immediately to seek temporary and/or preliminary injunctive relief.
- 23. Assignment.** Neither Party may assign any of its rights or delegate any of its duties under this MSA or any SOW, directly or indirectly by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, this MSA and any SOW may be assigned by either Party, together with a delegation of all duties of that Party, and without the consent of the other Party, in connection with a sale of all of the stock of the assigning Party or a sale of all or substantially all of the assets of the assigning Party in a single transaction or series of related transactions that would be considered to be part and parcel of a single transaction. Any attempted assignment in violation of this Section shall be void. This MSA and all SOWs shall inure to the benefit of and be binding upon the Parties, and their respective legal representatives, trustees, successors, and permitted assigns.

- 24. Severability.** If any section, subsection, or provision or the application of such section, subsection, or provision of this MSA or any SOW is held invalid, illegal, or unenforceable, the remainder of this MSA or such SOW and the obligation of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, illegal, or unenforceable shall not be affected by such invalidity, illegality, or unenforceability.
- 25. Construction.** This MSA and all SOWs shall not be construed more strictly against any Party regardless of who is responsible for their drafting. Unless the context of this MSA or an SOW otherwise clearly requires, references to the plural include the singular and the singular include the plural. Wherever the context so requires, the masculine shall refer to the feminine, the feminine shall refer to the masculine, the masculine or the feminine shall refer to the neuter, and the neuter shall refer to the masculine or the feminine. The captions of this MSA and all SOWs are for convenience and ease of reference only and in no way define, describe, extend, or limit the scope or intent of this MSA or such SOWs or the intent of any of their provisions.
- 26. Counterparts.** This MSA and any SOW may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all of which counterparts together shall constitute one and the same instrument. Facsimile, scanned, emailed, and electronic signatures shall be binding and hold the same evidentiary weight as originals.
- 27. Notices.** Any notice or other communication which is required or permitted under this MSA or any SOW shall be in writing and shall be deemed to have been given, delivered, or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (i) on the date sent if delivered personally or by e-mail or facsimile (which is confirmed), or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an internationally recognized overnight courier service (such as by way of example, but not limitation, U.S. Express Mail, Federal Express, or DHL), to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

SafeSpace Global:

311 S. Weisgarber Rd., Knoxville, TN 37919

Attention: Scott M. Boruff

(865) 459-0965

support@safespaceglobal.ai

Customer:

1200 E. 18th Street, Kansas City MO 64108

Attention: Frank White CEO

(816) 346-0200

fwhite@kcata.org

28. Waiver. No failure or delay on the part of either Party in exercising any right or remedy with respect to a breach of this MSA or and SOW by the other Party shall operate as a waiver thereof or of any prior or subsequent breach of this MSA or such SOW by the breaching Party, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with this MSA or such SOW. Any waiver must be in writing and signed by the waiving Party.

29. Entire Agreement; Modification. This MSA, together with any Exhibits attached hereto, agreements incorporated herein, SOWs issued hereunder, and Change Orders thereto, are the entire agreement between the Parties with respect to the subject matter hereof and supersede any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this MSA or any SOW shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party has received independent legal advice regarding this MSA and all SOWs and its respective rights and obligations set forth in this MSA and such SOWs. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this MSA or any SOW, except to the extent such representations are expressly set forth in this MSA or such SOW.

30. Order of Precedence. In the event of a conflict between this MSA and any SOW, the terms of this MSA shall control, unless the SOW expressly and specifically provides otherwise.

IN WITNESS WHEREOF the Parties have caused this MSA to be executed by their duly authorized representatives effective as of the Effective Date.

SAFESPACE GLOBAL, INC.

KCATA

By: Scott Boruff
Scott Boruff (Jul 24, 2025 19:50:58 CDT)

By: Frank White, III
Frank White, III (Jul 24, 2025 15:47:20 CDT)

Name: Scott Boruff

Name: Frank White, III

Title: Ceo

Title: President and CEO

Date: 07/24/2025

Date: 07/24/2025

Exhibit 1

Form of Statement of Work

THIS STATEMENT OF WORK (“SOW”) is made and entered into effective as of July 24, 2025 (the “**Effective Date**”), by and between **SAFESPACE GLOBAL CORPORATION**, a Nevada corporation (“**SafeSpace Global**”), and **KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)**, a Missouri public transit agency (“**Customer**”). SafeSpace Global and Customer are sometimes individually referred to in this SOW as a “**Party**” and collectively as the “**Parties**”. This SOW is executed pursuant to the terms of that certain Master Services Agreement dated as of July 24, 2025, by and between SafeSpace Global and Customer (the “**MSA**”).

1. Definitions. All capitalized terms defined in the MSA and used in this SOW have the meanings ascribed to them in the MSA. All other capitalized terms used in this SOW and defined where they are used have the meanings so indicated in this SOW.

2. Services, Customer Facilities, and Charges.

2.1 Services. SafeSpace Global will provide to the Customer the Services described in Schedule A attached hereto.

2.2 Customer Facilities. The Customer Facilities for which SafeSpace Global will provide and perform the Services are listed in Schedule B attached hereto.

2.3 Charges. The Charges for the Services are set forth in Schedule C attached hereto.

3. Term. The term of this SOW shall commence on the Effective Date and continue for a term of three (3) years (the “**Initial Term**”). The Term shall automatically renew for successive, additional periods of one (1) year (each a “**Renewal Term**,” and together with the Initial Term the “**Term**”) unless either Party gives the other Party written notice of termination at least thirty (30) days prior to the end of then current Initial Term or Renewal Term.

4. Termination.

4.1 Termination for Default. If either Party shall default in the observation or performance of any covenant or agreement contained in this SOW and such default continues for more than ten (10) days subsequent to receipt of the non-defaulting Party’s notice, then the non-defaulting Party may, in addition to any of its other remedies and in its sole and absolute discretion, terminate this SOW effective immediately upon providing written notice of such termination to the defaulting Party. Notice of default shall specify (i) the nature of such default, (ii) the particular numbered section setting forth the covenant or agreement purportedly not observed or performed, and (iii) the specific act or acts which the non-defaulting Party contends would, if undertaken, correct such default.

4.2 Effect of Expiration or Termination. Upon expiration or earlier termination of this SOW:

- (a) Customer's receipt of the Services for the Customer Facilities listed in Schedule B shall immediately cease; and
- (b) Each Party shall within ten (10) days return to the other Party such other Party's Confidential Information relative to the Customer Facilities listed in Schedule B received during the Term; and
- (c) Customer shall allow SafeSpace Global access to retrieve all SafeSpace Global Equipment at or for the Customer Facilities listed in Schedule B or otherwise in Customer's possession, custody, or control; and
- (d) All accrued amounts due from Customer to SafeSpace Global for Services and Deliverables received by Customer prior to the date of expiration or termination under this SOW shall become immediately due and payable; and
- (e) If termination is prior to the end of the Initial Term, Customer shall pay to SafeSpace Global within ten (10) days the full amount of all waived Charges for Installation Services.

IN WITNESS WHEREOF the Parties have caused this SOW to be executed by their duly authorized representatives effective as of the Effective Date.

SAFESPACE GLOBAL, INC.

KCATA

By: Scott Boruff
Scott Boruff (Jul 24, 2025 19:50:58 CDT)

By: Frank White, III
Frank White, III (Jul 24, 2025 15:47:20 CDT)

Name: Scott Boruff

Name: Frank White, III

Title: Ceo

Title: President and CEO

Date: 07/24/2025

Date: 07/24/2025

SCHEDULE A

Description of Services

As described in Customer Invoice

SCHEDULE B

List of Facilities

As described in Customer Invoice

SCHEDULE C

As described in Customer Invoice

EXHIBIT 2

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") is made and entered into as of the 24th day of July 2025, (the "Effective Date") by and between SAFESPACE GLOBAL CORPORATION, a Nevada corporation ("**SafeSpace Global**") and KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA), a Missouri public transit agency ("**Customer**") (each a "Party" and collectively the "Parties").

WHEREAS, SafeSpace Global and Customer have entered into a Master Services Agreement with an effective date of July 24, 2025 (the "MSA"), under which SafeSpace Global provides facial recognition technology monitoring services and any additional services as set forth in an applicable SOW (the "Services") to Customer.

WHEREAS, the Parties agree that the terms of this DPA shall govern the Processing of Personal Data by SafeSpace Global on behalf of Customer;

WHEREAS, the Parties desire to incorporate the terms of this DPA into the MSA; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of Services to Customer by SafeSpace Global under the MSA, the Parties agree as follows:

1. **Certain Terms Not Affected By Agreement.** Except as set forth in this DPA, the MSA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this DPA and the Agreement, or any earlier Agreement, the terms of this DPA will prevail.
2. **Definitions.** Unless otherwise defined in this DPA, a capitalized term has the meaning ascribed to it in the MSA. In addition, in this DPA:
 - 2.1. "**Business**" shall have the same meaning as in the California Privacy Laws.
 - 2.2. "**California Privacy Law**" means the California Consumer Privacy Act of 2018 ("CCPA"), as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), the CCPA Regulations (Cal. Code Regs. tit. 11, §§ 999.300 to 999.337), the California Privacy Rights Act of 2020 ("CPRA"), and any related regulations or guidance provided by the California Attorney General.
 - 2.3. "**Data Controller**" or "**Controller**" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
 - 2.4. "**Data Processor**" means the entity which Processes Personal Data on behalf of the Data Controller.
 - 2.5. "**Data Privacy Laws**" means all data protection and/or privacy laws to the extent applicable to the Processing of Personal Data pursuant to the MSA.
 - 2.6. "**Data Subject**" means (i) an identified or identifiable person to whom Personal Data relates whose rights are protected by applicable Data Privacy Laws or (ii) a Consumer as the term is defined in the CCPA.
 - 2.7. "**Personal Data**" means any information relating to an identified or identifiable natural person or an identifiable household; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, that is collected, disclosed, stored, accessed or otherwise processed pursuant to the MSA and this DPA.

- 2.8. **“Personal Data Breach”** means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise Processed.
- 2.9. **“Process” or “Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether by automated means, such as: collection, recording, organization, structuring, storage, adaptation or alteration, retrievals, consultation, use, disclosure or transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 2.10. **“Security Breach”** shall mean an actual or reasonably suspected accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, Customer’s Confidential Information.
- 2.11. **“Service Provider”** shall have the same meaning as in the California Privacy Laws.
- 2.12. **“Customer Confidential Information”** means any information emanating from Customer and SafeSpace Global’s scope of work connected to providing the Services to Customer that is collected, disclosed, stored, accessed, or otherwise processed pursuant to the MSA and this DPA.
- 2.13. **“Subprocessor”** means any person or entity appointed by or on behalf of SafeSpace Global to Process Personal Data on behalf of Customer in connection with the MSA.
3. The Parties agree to execute such additional documents, including without limitation, data transfer agreements or clauses approved by other countries, international organizations, or data processing regulators as may be reasonably requested by Customer to transfer Personal Data outside the country in which the Data Subjects are located.
4. This DPA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This DPA may be delivered by electronic document format and electronic copies of executed signature pages shall be binding as originals. The Parties agree that this DPA may be digitally signed and that the digital signatures appearing on this DPA are as valid, enforceable, and admissible as handwritten or original signatures for all purposes allowed by law.
5. **Processing of Personal Data.**
- 5.1. Each Party agrees that, with regard to the Processing of Personal Data, pursuant to the MSA, SafeSpace Global is a Data Processor and Service Provider of Customer and Customer is a Data Controller, as defined by applicable data privacy laws, rules, and regulations, and each shall have all related rights and obligations with respect to such Personal Data.
- 5.2. SafeSpace Global shall comply with the applicable obligations of applicable Data Privacy Laws and without limiting any other obligations of this DPA, shall provide the same level of protection as required by the applicable Data Privacy Laws;
- 5.3. SafeSpace Global shall Process the Personal Data on behalf of SafeSpace Global for the limited and specific business purpose of providing the services under the MSA.
- 5.4. SafeSpace Global shall impose by written contract the obligations of this clause on any Subprocessor.
- 5.5. SafeSpace Global shall not retain, use, or disclose the Personal Data outside of the direct business relationship between Customer and SafeSpace Global.
- 5.6. SafeSpace Global shall not sell or share Personal Data.

- 5.7. SafeSpace Global shall not combine Personal Data from Customer with data received on behalf of another person, persons, business or that it collects from its own non-public sources;
- 5.8. SafeSpace Global shall ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 5.9. SafeSpace Global shall Process the Personal Data, and shall only retain, use, or disclose the Personal Data for the specific purpose of performing the Services specified in the MSA, and only on documented instructions from the Customer, including with regard to transfers of Personal Data to a third country or an international organization. This DPA shall be considered instructions from Customer to SafeSpace Global to Process Personal Data and to transfer Personal Data to a third country as necessary to perform the Services and consistent with the provisions of this DPA and the MSA. If SafeSpace Global is required by Data Privacy Laws to Process Personal Data for a purpose other than to perform the Services, SafeSpace Global shall inform Customer of that legal requirement before Processing, unless prohibited by law.
- 5.10. SafeSpace Global shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. In assessing the appropriate level of security account shall be taken of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored, or otherwise Processed.
- 5.11. Taking into account the nature of Processing, SafeSpace Global shall assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible, in fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights under Data Privacy Laws. If SafeSpace Global or any Subprocessor receives a request from a Data Subject under any Data Privacy Laws in respect to Personal Data, SafeSpace Global shall promptly notify Customer of the request. SafeSpace Global shall ensure that it and all Subprocessors, if any, do not respond to a request from a Data Subject except on the documented instructions of Customer or as required by applicable laws to which SafeSpace Global is subject, in which case SafeSpace Global shall, to the extent permitted by applicable laws, inform Customer of that legal requirement before SafeSpace Global responds to the request.
- 5.12. Taking into account the nature of Processing and the information available to SafeSpace Global, SafeSpace Global shall:
- 5.12.1. assist Customer in implementing appropriate technical and organizational measures to ensure a level of security appropriate to the risk as provided in Exhibit A to the DPA;
- 5.12.2. notify Customer within seventy-two (72) hours after becoming aware of a Personal Data Breach, which shall include, to the extent such information is available (a) a description of the Personal Data Breach and (b) the type of data that was the subject of the Personal Data Breach;
- 5.12.3. communicate to Customer (i) the name and contact details of SafeSpace Global's data protection officer or other point of contact, if such information included in this DPA is no longer applicable, (ii) a description of the likely consequences of the Personal Data Breach, (iii) a description of the measures taken or proposed to be taken by SafeSpace Global to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects;

- 5.12.4. investigate the Personal Data Breach and shall use industry standard, commercially reasonable efforts to mitigate and remedy the effects of any such Personal Data Breach in accordance with its obligations hereunder and under applicable Data Privacy Laws;
 - 5.12.5. cooperate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation, and remediation of each such Personal Data Breach;
 - 5.12.6. assist Customer in performing a data protection impact assessment when such assessment is required by Data Privacy Laws; and
 - 5.12.7. assist Customer in consultation with supervisory authorities when such consultation is required by Data Privacy Laws.
- 5.13. Data Subject Requests.
- 5.13.1. SafeSpace Global must notify Customer immediately if it receives any complaint, notice, or communication that directly or indirectly relates to the Personal Data processing or to either Party's compliance with this DPA.
 - 5.13.2. SafeSpace Global must notify Customer within five (5) business days if it receives a request from a Data Subject to exercise any rights the individual may have regarding their Personal Data, such as access or deletion.
 - 5.13.3. SafeSpace Global will provide Customer with full cooperation and assistance in responding to any complaint, notice, communication, or data subject request. This includes providing guidance to Customer on how to make necessary changes within SafeSpace Global's interface to adequately address a Data Subject's request.
 - 5.13.4. SafeSpace Global must not disclose the Personal Data to any Data Subject or to a third party unless the disclosure is either at Customer's request or instruction permitted by this DPA, or is otherwise required by law.
- 5.14. The Parties will limit Personal Data access to:
- 5.14.1. those employees who require Personal Data access to meet each Party's respective obligations under this DPA and the MSA; and
 - 5.14.2. the part or parts of the Personal Data that each Party's employees strictly require for the performance of their duties.
- 5.15. The Parties will ensure that all their respective employees:
- 5.15.1. are informed of the Personal Data's confidential nature and use restrictions and are obliged to keep the Personal Data confidential;
 - 5.15.2. have undertaken training on the Privacy and Data Protection Requirements relating to handling Personal Data and how it applies to their particular duties; and
 - 5.15.3. are aware of each Party's duties and their individual personal duties and obligations under the Privacy and Data Protection Requirements and this DPA.
- 5.16. Each Party shall take reasonable steps to ensure the reliability, integrity, and trustworthiness of, and conduct background checks consistent with applicable Law on all respective employees with access to the Personal Data.

- 5.17. Each Party represents that it will, at all times, comply with applicable Data Privacy Laws and otherwise ensure that the requirements of applicable Data Privacy Laws are met in performing its obligations under the MSA. SafeSpace
- 5.18. Global will provide appropriate notice to and obtain appropriate consent from Data Subjects about whom Personal Data relates, regarding Processing of Personal Data, if such notice or consent is required by applicable Privacy Laws.

6. Return or Deletion of Personal Data.

- 6.1. At the request of Customer, SafeSpace Global shall delete or return all Personal Data to SafeSpace Global after the end of the provision of Services relating to the Processing. In the event SafeSpace Global is required to delete or return Personal Data to Customer, SafeSpace Global may retain Personal Data to the extent required by applicable Law and only to the extent and for such period as required by applicable Law and always provided that SafeSpace Global shall ensure the confidentiality of all such Personal Data and shall ensure that such Personal Data is only processed as necessary for the purpose(s) specified in the applicable Law requiring its storage and for no other purpose.

7. Auditing.

- 7.1. SafeSpace Global shall make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Clause 5 of this DPA and allow for and contribute to audits, including inspections conducted by Customer or another auditor mandated by Customer. Customer shall give reasonable notice to SafeSpace Global of any audit or inspection, which shall be conducted only at a mutually agreeable date and time. SafeSpace Global and Customer shall agree on the terms and scope of the audit or inspection. SafeSpace Global may charge Customer a commercially reasonable fee for costs incurred related to such audit or inspection. Any information obtained by or disclosed to Customer related to the audit or inspection shall be considered confidential information of SafeSpace Global and shall be treated as such pursuant to the MSA. Customer shall conduct an audit or inspection pursuant to this Clause no more often than once per calendar year.
- 7.2. SafeSpace Global shall immediately inform Customer if, in its opinion, an instruction from Customer infringes a Data Privacy Law.

8. Subprocessors.

- 8.1. If SafeSpace Global engages a Subprocessor to carry out specific Processing activities on behalf of Customer, the same Processing obligations set out in this DPA shall be imposed by SafeSpace Global in a contract with the Subprocessor. SafeSpace Global shall provide to Customer such contracts with Subprocessors (which may be redacted to remove confidential information) within thirty (30) days of written request from Customer.
- 8.2. This DPA shall be general written authorization for SafeSpace Global to engage Subprocessors as reasonably necessary to perform the Services and consistent with the provisions of this DPA and the MSA. SafeSpace Global shall provide to Customer such Subprocessor list within fifteen (15) days of written request from Customer.
- 8.3. If Customer has an objection to any proposed Subprocessor, Customer shall communicate such objection in writing to SafeSpace Global and SafeSpace Global shall promptly either: (i) determine how to process Customer's Personal Data without use of the Subprocessor, or (ii) if the Parties cannot agree on a solution, then either Party may terminate the MSA and this Data Processing Addendum upon written notice.

9. Processing Details.

- 9.1. The duration of the Processing shall be for the Term of the MSA.
- 9.2. The categories of Data Subjects whose Personal Data is Processed are:
 - 9.2.1. Employees of the data exporter's business
 - 9.2.2. Residents of the data exporter's business
 - 9.2.3. Guests/Visitors of the data exporter's business
- 9.3. The Personal Data being Processed is of:
 - 9.3.1. The personal data transferred of employees concerns the following categories:
 - 9.3.1.1. Basic personal details (such as name and prefix).
 - 9.3.1.2. Contact information (such as email address, phone numbers, and other contact details provided during account creation or registration).
 - 9.3.1.3. Biometrics (e.g., facial features, facial templates, or other unique identifiers derived from their facial image)
 - 9.3.1.4. Photos, video frames used to generate facial recognition profiles;
 - 9.3.1.5. Infrared or depth data
 - 9.3.1.6. Employment information [job title and department, employee status (full-time, part-time, contract), hire/termination date, schedule;
 - 9.3.1.7. Metadata and associated metadata of the time and date stamps of entry/exit or movement and location within the facility (e.g., hallway, entrance, common room).
 - 9.3.1.8. Usage Data - Data about your interaction with our systems, such as timestamps, access logs, and application usage metrics; and
 - 9.3.1.9. Time and Attendance data.
 - 9.3.2. The personal data transferred of residents concerns the following categories:
 - 9.3.2.1. Basic personal details (such as name and prefix);
 - 9.3.2.2. Contact information (such as Resident ID or internal tracking numbers, email address, phone numbers, and other contact details provided during account creation or registration);
 - 9.3.2.3. Room or unit number;
 - 9.3.2.4. Biometrics (e.g., facial features, facial templates, or other unique identifiers derived from their facial image)
 - 9.3.2.5. Photos, video frames used to generate facial recognition profiles;
 - 9.3.2.6. Infrared or depth data;
 - 9.3.2.7. Metadata and associated metadata of the time and date stamps of entry/exit or movement and location within the facility (e.g., hallway, entrance, common room);
 - 9.3.2.8. Employment information [job title and department, employee status (full-time, part-time, contract), hire/termination date, schedule;
 - 9.3.2.9. Behavioral patterns (e.g., fall detection, elopement alerts);

9.3.2.10. Usage Data - Data about your interaction with our systems, such as timestamps, access logs, and application usage metrics; and

9.3.2.11. Time and Attendance data.

9.3.3. The personal data transferred of guests/visitors concerns the following categories:

9.3.3.1. Basic personal details (such as name and prefix);

9.3.3.2. Contact information (such as email address, phone numbers, and other contact details provided during account creation or registration);

9.3.3.3. Relationship to resident/member information of guest;

9.3.3.4. Biometrics (e.g., facial features, facial templates, or other unique identifiers derived from their facial image)

9.3.3.5. Photos, video frames used to generate facial recognition profiles;

9.3.3.6. Infrared or depth data

9.3.3.7. Metadata and associated metadata of the time and date stamps of entry/exit or movement and location within the facility (e.g., hallway, entrance, common room);

9.4. SafeSpace Global shall process Personal Data on behalf of SafeSpace Global for the limited and specific business purpose of providing the Services. SafeSpace Global are disclosing Personal Data to SafeSpace Global strictly for the specified and limited business purpose of SafeSpace Global providing the Services.

10. Direct Liability. Notwithstanding any provision to the contrary, no provision in the MSA or this DPA shall relieve or limit either party of its own direct responsibilities and liabilities under the Data Privacy Laws.

EXECUTED as an agreement on the Effective Date.

SIGNED for and on behalf of SafeSpace
Global Corporation:

By: Scott Boruff
Scott Boruff (Jul 24, 2025 19:50:58 CDT)

Name: 

Its: CEO

SIGNED for and on behalf of KCATA:

By: Frank White, III
Frank White, III (Jul 24, 2025 15:47:20 CDT)

Name: Frank White, III

Its: fw

EXHIBIT A

TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Measures of pseudonymization and encryption of personal data

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures to ensure the security of the processing.

Measures for user identification and authorization

Measures for the protection of data during transmission

Measures for the protection of data during storage

Measures for ensuring physical security of locations at which personal data are processed.

Measures for ensuring events logging.

Measures for ensuring system configuration, including default configuration.

Measures for internal IT and IT security governance and management

Measures for certification/assurance of processes and products

Measures for ensuring data minimization.

Measures for ensuring data quality.

Measures for ensuring limited data retention.

Measures for ensuring accountability.

Measures for allowing data portability and ensuring erasure.

KCATA - SafeSpace Global Master Services Agreement 07242025 v1

Final Audit Report

2025-07-25

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By:	Kitty Barrow (aukittybarrow@gmail.com)
Status:	Signed
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-  Document created by Kitty Barrow (aukittybarrow@gmail.com)
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