CATCHAFIRE SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this “Agreement”) is entered into between Catchafire, Inc., a Delaware Public Benefit Corporation with offices at 31 E 32nd St, 3rd Floor, New York, NY 10016 (“Catchafire”) and Florida Endowment Foundation for Vocational Rehabilitation, dba The Able Trust, a 501(c)(3) with offices at 3320 Thomasville Road, Suite 200, Tallahassee, Florida 32308 (“Client”), effective as of August 25, 2020 (“Effective Date”), relating to the services to be provided to Client. Hereinafter Catchafire and Client may be referred to singularly as the “Party” or collectively referred to as the “Parties”.

1. SERVICES. Unless otherwise agreed upon by the Parties in writing, this agreement will govern all services performed by Catchafire for Client (the “Services”). Catchafire may from time to time issue statements of work (each, a “SOW”) stating (a) a description of the services to be performed; (b) a description of any deliverables; (c) a schedule for performance; (d) the fees to be paid and (e) any other terms related to the Services. Client’s acceptance of any such SOW, including the terms and conditions thereof, will be evidenced by signature thereon by an authorized representative of Client. Furthermore, no change or increase in the scope of Services shall be valid unless agreed to in writing by the Parties to this Agreement.

2. PURPOSE. Catchafire is a social enterprise that helps foundations provide capacity building support to nonprofit organizations, social enterprises, or charities (“NPO(s)”) at scale. Client is a foundation that desires to provide Catchafire’s services to a set of NPOs in accordance with the terms and conditions hereof and in the applicable SOW.

3. DEFINITIONS.

i. “NPO(s)” means a nonprofit organization, social enterprise, or charity.

ii. “Nonprofit” means a NPO that Client sponsors through financial or operational support.

iii. “Project” means a volunteer engagement with a pre-defined scope and deliverables.

iv. “Matched Professional(s)” means a person matched on a Project to a NPO.

4. REPRESENTATIONS AND WARRANTIES. On the date hereof and on the date of execution of each SOW:

AUTHORITY. Each Party represents and warrants to the other Party that the person executing this Agreement or any SOW is an authorized representative of such Party and has the authority to bind such Party to this Agreement or such SOW.

SCOPE AND PERFORMANCE. Catchafire agrees that it shall attempt to perform the Services in a workmanlike, timely, professional manner, consistent with the highest standards of professional conduct. However, the final provision of any services listed in this Agreement is provided by Catchafire on an “as is” basis. Client understands that because of the uncertain nature of project coordination, Catchafire can make no guarantees as to the effectiveness of its services. Furthermore, no change or increase in the scope of services shall be valid unless agreed to in writing by the Parties to this Agreement.
5. **FEES.** Client agrees to pay Catchafire the fees in accordance with the applicable SOW.

6. **PAYMENT.** Unless the SOW provides otherwise, Client agrees to pay Catchafire no later than thirty (30) days from the date of Catchafire's invoice. Client agrees to promptly notify Catchafire of changes to Client's billing address. Each time Client is delivered Service as set forth in a SOW duly executed by Client, Client agrees and reaffirms that Catchafire is authorized to invoice Client pursuant to the terms and conditions set forth herein and in the applicable SOW.

7. **LATE PAYMENT.** Catchafire reserves the right at any time to withhold any Services provided under this Agreement and the applicable SOW (with 30 days prior written notice) or to terminate this Agreement and the applicable SOW (with 30 days' prior written notice) if fees are not paid by the end of the day 30 after the receipt of such notice. Catchafire reserves the right to suspend or terminate its Service to Client, with 30 days prior written notice, upon failure to receive timely payment. Such rights are in addition to, and not in lieu of, any other legal rights or remedies available to Catchafire in accordance with the terms and conditions contained herein.

8. **OWNERSHIP.** The Parties acknowledge and agree that Catchafire shall own all right, title and interest in and to any underlying technology or processes owned and/or employed by Catchafire to perform the Services hereunder and/or in any subsequent SOW.

9. **TERM.** This Agreement is effective as of the Effective Date set forth on the first page and shall remain in effect until all Services are fully performed under all SOWs, unless earlier terminated as set forth below in Section 10.

10. **CANCELLATION.** Where a Party has materially breached the relevant SOW or this Agreement, the other Party may terminate this Agreement and the SOW if such breach remains uncured fifteen (15) days after written notice thereof. If such cancellation occurs due to material breach of Client, Client will not be eligible for any refunds. Either Party may terminate this Agreement and the SOW with or without cause by giving ninety (90) calendar days prior written notice to the other Party to the Agreement.

11. **RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement or the applicable SOW shall be interpreted or construed as creating or establishing any fiduciary relationships between the Parties. This Agreement shall not be considered or construed to be a partnership or joint venture, and neither Party shall be liable for any obligations incurred by the other Party unless specifically authorized in writing by the other Party. Neither Party shall act as an agent of the other Party, ostensibly or otherwise, nor bind the other Party in any manner, unless specifically authorized to do so in writing by the other Party.

12. **NO WARRANTIES.** CATCHAFIRE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES OR ANY PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT RESTRICTED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CATCHAFIRE MAKES NO CLAIMS, EXPRESS OR IMPLIED, THAT CLIENT WILL BE SUCCESSFUL FINANCIALLY OR EXPERIENCE INCREASED VOLUNTEER PARTICIPATION AS A RESULT OF USING CATCHAFIRE AND RELATED SERVICES.

13. **LIMITATION OF LIABILITY; SERVICES NOT GUARANTEED.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR AN SOW (OR THE
SERVICES PROVIDED HEREUNDER OR THEREUNDER). EACH PARTY DISCLAIMS ALL LIABILITY FOR, AND THE OTHER PARTY HEREBY AGREES THAT THE COUNTERPARTY SHALL NOT BE LIABLE FOR ANY (1) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (2) LOSS OF OR DAMAGE TO REPUTATION OF YOU OR ANY THIRD PARTY, (3) LOSS OF INFORMATION OR DATA, (4) USE, INABILITY TO USE, INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE OR SERVICES, (5) DELETION, MISDELIVERY, FAILURE, OR UNTIMELINESS IN POSTING OR STORING ANY INFORMATION, OR (6) MATTERS OTHERWISE RELATED TO YOUR USE OF THE SITE OR SERVICES. CATCHAFIRE'S LIABILITY TO CLIENT FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WILL BE STRICTLY LIMITED TO $100,000 IN THE AGGREGATE. SUBJECT TO THE FOREGOING, IF ANY APPLICABLE PROVISIONS OF LAW PREVENT CATCHAFIRE FROM LIMITING ITS LIABILITY AS DESCRIBED IN THE PREVIOUS SENTENCE, CATCHAFIRE'S LIABILITY SHALL BE THE MINIMUM APPLICABLE LIABILITY ESTABLISHED BY LAW. CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE NOT GUARANTEED, AND THE SERVICES MAY NOT PRODUCE THE RESULTS DESIRED BY CLIENT. CLIENT AGREES NOT TO HOLD CATCHAFIRE LIABLE FOR ANY CHANGES WHICH MAY OCCUR TO CLIENT'S REPUTATION AS A RESULT OF THE PROVISION OF THE SERVICES.

14. APPLICABLE LAW, JURISDICTION, AND ARBITRATION. The validity, construction, and the enforceability of this Agreement shall be governed in all respects by the internal laws of the State of New York of the United States of America, without giving effect to principles of conflicts of laws. Each Party agrees that any suit, action or proceeding brought by such Party against any other party in connection with or arising from this Agreement for damages under $3000 USD shall be brought solely in the court of competent jurisdiction in or nearest to New York County, New York. Any other disputes and claims arising under, or with respect to, this Agreement exceeding $3000 that are not resolved by the affected Parties informally after good faith attempts to do so for ten (10) business days shall be resolved by arbitration before one (1) arbitrator in New York, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The appointing agency shall be the AAA and the arbitrator shall apply New York law to both interpret this Agreement and fashion an award, except with respect to the issue of disputes regarding the scope of disputes or claims that are subject to this Arbitration provision, in which case a three (3) arbitrator panel that does not include the original arbitrator shall be empowered to resolve such disputes regarding the scope of arbitration. Any Party to this Agreement may apply to the arbitrator to seek injunctive relief until an arbitration award is rendered or the controversy is otherwise resolved. Any Party to this Agreement also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the appointment of the arbitrator. The decision or award of the arbitrator shall be final and binding upon all Parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction.

15. MISCELLANEOUS PROVISIONS.

a) This Agreement, together with any exhibits, supplements, or schedules attached hereto, constitutes the sole agreement between the Parties, with the exception of the applicable SOW, which is subordinate to this Agreement to the extent that it conflicts. Once signed, this Agreement will remain effective until the services are completed or this Agreement is cancelled or terminated by the Parties or any legal provisions or orders. Any modifications of this Agreement must be in writing and signed by both Parties.
b) If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. If any provision is held invalid or unenforceable with respect to particular circumstances, it nevertheless shall remain in full force and effect in all other circumstances. Both Parties agree that this Agreement has been mutually drafted.

c) The failure of a Party to enforce strictly any term, right or condition of this Agreement shall not be construed as a waiver of such term, right or condition. No provision of this Agreement shall be deemed waived, amended, or modified by either Party unless such waiver, amendment, or modification is in writing and signed by the Party against whom enforcement of the waiver, amendment or modification is sought to be enforced. This Agreement shall become effective on the date it is executed by both Parties.

d) This Agreement shall bind the Parties and their respective assigns and successors. Neither Party may assign this Agreement, the applicable SOW or all or any portion of its rights herein or therein without the prior written consent of the other Party.

e) Sections 8, 12, 13, 14, and 15 shall survive any termination of this Agreement, the applicable SOW and the conclusion of any Services and shall survive and remain in full force.

f) This Agreement may be executed in one or more counterparts and by transmission of a facsimile or digital image of the signature page hereto containing the signature of a party to this Agreement, each of which counterparts will be deemed and accepted as an original, but all of which taken together will constitute but one and the same instrument.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective, duly authorized officers or representatives, effective as of the Effective Date set forth above.

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<tr>
<th>Catchafire, Inc.</th>
<th>Florida Endowment Foundation for Vocational Rehabilitation</th>
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<tr>
<td>By:</td>
<td>By:</td>
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<tr>
<td>(Authorized Signature)</td>
<td>(Authorized Signature)</td>
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<tr>
<td>Name: Rachael Chong</td>
<td>Name: Tony Carvajal as Agent for The Able Trust</td>
</tr>
<tr>
<td>Title: CEO</td>
<td>Title: President and CEO</td>
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<td>Date: 8/25/2020</td>
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STATEMENT OF WORK No. 1

This Statement of Work No. 1 ("SOW") is entered into between Catchafire, Inc., a Delaware Public Benefit Corporation with offices at 31 E 32nd St, 3rd Floor, New York, NY 10016 ("Catchafire") and Florida Endowment Foundation for Vocational Rehabilitation, dba The Able Trust, a 501(c)(3) with offices at 3320 Thomasville Road, Suite 200, Tallahassee, Florida 32308 ("Client"), effective as of August 25, 2020 ("Effective Date") until the end of services as specified below, a period of 12 months after the Effective Date, in accordance with all terms of the Services Agreement dated August 25, 2020. Hereinafter, Catchafire and Client may be referred to collectively as the "Parties".

I. DESCRIPTION OF CATCHAFIRE PLATFORM AND SERVICES

Catchafire agrees to provide (a) a capacity building program for Client nonprofits, in accordance with the Agreement; (b) customize such Catchafire Platform in the look and feel of Client’s branding; and (c) provide strategic marketing and communications support for Client, in a manner as more fully set forth below.

II. SERVICES

A. Technology Support, Servicing and Maintenance

i. Client Landing Page where nonprofits are sent to register and create projects and Ask an Expert listings.

   1. Main elements of the page include: cover photo, call to action for nonprofits to register, browse Needs Menu and create listings, testimonials from nonprofits, FAQs, and ‘About Program’ section. Customizable elements of this page include:
      • Brand logo and colors
      • Cover photo
      • ‘About Program’ section
      • FAQs

B. Launch, Program Management, and Marketing & Communications

i. List of Nonprofits: Client will provide Catchafire with a list of nonprofits they would like Catchafire to email on their behalf. Invited Nonprofit information will include:
   • Organization
      o Full Name
      o Address, City, State, Zip Code
   • Users - At least 2 users per Organization
      o First Name
ii. Nonprofit Outreach: Catchafire will create the following communications collateral, which Client will have the opportunity to review. Catchafire will run email campaigns to nonprofits to assist in the launch of the platform:

1. Launch Email to nonprofits. This email is sent to nonprofits to announce the opportunity, along with a call to action to click register to activate their membership by registering and creating listings for projects and Ask an Expert calls.
2. During the launch period, follow up emails to nonprofits will be sent. Catchafire will create and send follow up emails to nonprofits to educate them on best practices and encourage them to create listings.

iii. Nonprofit Engagement: Catchafire to provide virtual engagements with nonprofits. These will include the following:

1. One launch webinar per program year and access to ongoing webinars: Catchafire to host virtual webinars to educate users on what the platform is and how to use it effectively.
2. Nonprofit access to and membership in Catchafire’s online Nonprofit Slack Community.

C. Account Management

i. Catchafire will provide account management support at the administrative level, including:

1. Onboarding of Client administrator(s) with respect to Catchafire platform. Additional demos are also available for program officers.
2. Program management support, including reporting of program metrics, such as number of nonprofits registered, number of skills-based volunteer Projects listed, and total matches made.
3. Surveying nonprofits about their experience on the platform and reporting impact to Client.

D. Nonprofit Access & Customer Support

i. Nonprofit Access. Catchafire will provide nonprofits sponsored through this engagement with unlimited access to the Client branded landing page and skills-based volunteer platform. This includes:
1. **Needs Menu, Project Templates, Project Scoping.** Nonprofits will have access to Catchafire’s proprietary “Needs Menu” with over 150 unique project types, including project templates to help nonprofits effectively scope their operational and capacity building needs. This includes unlimited access to both “Project” and “1-hour Ask an Expert Call” features on the Catchafire platform.

2. **Matching Methodology.** Nonprofits will be able to utilize Catchafire’s matching methodology to post projects and calls, receive applications from volunteers, review applications, conduct interviews, and select the right volunteer for their organizational and operational needs.

ii. **Nonprofit Advising & Customer Support.** Catchafire will provide ongoing access to the following customer support:

1. Optional project planning phone consultations for nonprofits seeking assistance with needs assessment and project selection.
2. Email and phone support provided to nonprofits and matched volunteers for customer service issues arising post-match.
3. Online Help Center (including Guides and FAQs) for common customer support issues.

### PROPOSED SCHEDULE

- **August 25, 2020**  Program Effective Date
- **August 2020**  Client delivers list of nonprofits to invite
- **August 2020**  Client delivers assets for the site (logo, hi res photo, brand guidelines)
- **September 2020**  Catchafire builds customized platform
- **September 2020**  Catchafire to begin email communications to nonprofits
- **October 2020**  Catchafire presents to nonprofits virtually.
- **August 25, 2020 - August 24, 2021**  Ongoing programmatic support


IV. FEES

Annual Program Fee: $50,000
- Dedicated Account Manager
- Nonprofit onboarding and outreach, including marketing and communications campaigns
to educate nonprofits about the opportunity and encourage them to sign up
- Quarterly reporting and annual impact storytelling
- One launch webinar and access to ongoing educational series
- Nonprofit access to and membership in Catchafire’s online Nonprofit Slack Community

Catchafire Access for 100 Nonprofits: $55,000
Access to the Catchafire platform, including projects and phone consultations, for 100 invited
Client nonprofits.
- Technology platform hosting, maintenance, and improvements
- Catchafire’s Customer Success team support and access for invited nonprofits and
volunteers
  - Troubleshooting and customer service for invited nonprofits and volunteers
  - Onboarding calls and project planning calls with Catchafire’s Nonprofit Advisors
  - Technology support for invited nonprofits and volunteers

Total Cost for Year One: $105,000

Upon execution of this SOW No. 1, Catchafire will invoice Client for the total cost of Year One
$105,000

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by their respective, duly
authorized officers or representatives, effective as of the date below:

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By: ____________________________ \(\text{(Authorized Signature)}\)

Name: Rachael Chong
Title: CEO
Date: 8/25/2020

By: ____________________________ \(\text{(Authorized Signature)}\)

Name: Tony Carvajal
Title: President & CEO
Date: 8/25/2020
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<tr>
<th>Catchafire</th>
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<tbody>
<tr>
<td>Catchafire Point of Contact</td>
<td>Harriet Gardner</td>
</tr>
</tbody>
</table>
| Catchafire Address | 31 E 32nd St, 3rd Floor  
New York, NY 10016 |
| Catchafire Email | harriet@catchafire.org |
| Catchafire Phone Number | 646-276-7408 |

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<tr>
<th>CLIENT</th>
<th>Florida Endowment Foundation for Vocational Rehabilitation, dba The Able Trust</th>
</tr>
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</table>
| Client Point of Contact | Tony Carvajal, President & CEO  
Guenevere Crum, Senior Vice President |
| Client Address | 3320 Thomasville Road, Suite 200,  
Tallahassee, Florida 32308 |
| Client Email | tony@abletrust.org  
guenevere@abletrust.org |
| Client Phone Number | 850.224.4493 x 222 |

Effective Date: **August 25, 2020**  
Term: 12 months  
SOW No. 1