

## **MASTER SERVICES AGREEMENT**

This Master Services Agreement, Schedules, Annexure(s), and Exhibits (“**Agreement**”) by and between **CLIPPINGS INC.**, a company incorporated under the laws of the state of Delaware, having its registered office at 108 W. 13TH STREET SUITE 100, WILMINGTON, New Castle, DE, 19801 (“**Service Provider**”) and you (“**Client**”) governs your use of, and the subscription to, the Product and the Services. By accessing the Product and/or the Services, you agree to this Agreement on behalf of yourself as an Authorized User and, as the case may be, on behalf of the organization that you represent. The Client details are more particularly mentioned in the SoW.

Service Provider and Client are hereinafter, where the context so permits are referred to individually as “**Party**” and collectively as “**Parties**”.

### **WHEREAS**

- 1) Service Provider is in the business of providing information technology services and other allied services. Service Provider has developed a tool for editing and monitoring videos (“**Product**”);
- 2) Client is desirous of using Product and availing services about the Product;
- 3) Pursuant to various representations, covenants, and warranties made by the Parties and believing the correctness of such representations, Parties have agreed to enter into this Agreement on the detailed terms and conditions as set out hereinbelow.

### **1. Definitions:**

In this Agreement, (i) unless a contrary intention appears, or the context otherwise requires or admits, capitalized terms defined by inclusion in quotations and/or parenthesis shall have the meanings ascribed to them herein; and (ii) the following terms shall have the meanings assigned to them herein below:

- (a) “**Authorised Users**” shall mean and include anyone having access to the Product and Services at the Client’s end;
- (b) “**Confidential Information**” means any and all information relating to a Party’s business including without limitation, financial, technical data, Intellectual Property, or know-how, including, which confidential information is designated in writing to be confidential or proprietary or, if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Notwithstanding any failure to identify it, however, all source code, object code, and graphic user interface shall be Confidential Information. The Confidential information shall not include any information (i) already present with the recipient before the signing of this Agreement (ii) available in the public domain (iii) lawfully shared with the recipient by any third-party (iv) independently developed by the recipient without using the Confidential Information (v) that the recipient is compelled to disclose to a government authority or by order of a court of competent jurisdiction, provided the recipient provides prior notice of the disclosure to the disclosing Party;
- (c) “**Fee**” shall mean the payment made by Client to Service Provider as specified in the respective SoWs and Section 3 of this Agreement;

- (d) “**Intellectual Property**” means and includes Parties’ patents, inventions (whether patentable or not), utility models, trademarks, service marks, algorithms, code-bases, logos, trade names, domain names, database rights, design rights, rights in know-how, trade secrets, copyrights, moral rights, and any other intellectual property or proprietary rights (including rights in computer software), in each case whether registered or unregistered and including applications for the registration or grant of any such rights and any and all forms of protection having equivalent or similar effect in the world and all other intellectual property rights of a similar or corresponding character which may now or in the future subsist in any part of the software developed by Service Provider pursuant to this Agreement;
- (e) “**Intellectual Property Rights**” shall mean and include either Party’s all possible rights, benefits, title, or interest in or to the Intellectual Property, anywhere in the world, (whether registered or not and including all applications for the same and any extensions and renewals thereof;
- (f) “**Personal Data**” means any data which relates to a natural person if that person can, whether directly or indirectly in conjunction with any other data, be identified from it as defined under the applicable data protection laws;
- (g) “**Lock-in Period**” shall mean the period prescribed under SoW. Subject to the Term of this Agreement, the Parties shall not be allowed to terminate this Agreement during the Lock-in Period for any reasons whatsoever;
- (h) “**Client Data**” means all information, data, and material that is generated, uploaded, accessed, interpreted, and/or analyzed through the Services by the Client;
- (i) “**Initial Term**” shall mean a period prescribed under the relevant SOW and shall include the Lock-in Period;
- (j) “**Services**” shall mean and include the subscription-based services that are offered by the Service Provider via the Product and additional services as set out in the SoWs entered into between the Parties;
- (k) “**SoW**” refers to the Scope of Work mutually agreed upon between the Parties and shall include all the terms and conditions concerning the Services rendered by the Service Provider. An SoW is Service Provider’s authorization in either electronic or tangible form for Service Provider to conduct transactions under this Agreement. The format of SoW has been annexed as Schedule 1 to this Agreement. The SoW included in this Agreement is retained for reference purposes only. It is provided as a standard format and may be subject to modification by the Company at its own discretion before executing it with the Client. The Company reserves the right to adjust or customize the SoW as necessary.

2. **Scope of Agreement:** Subject to the terms and conditions of this Agreement, the Service Provider shall render Services as set out in the SoWs executed between the Parties and attached to this Agreement. Unless otherwise outlined in an SoW, Service Provider will commence rendering Services only after receiving signed SoWs from the Client. Subject to the terms of this Agreement, SoW, and payment of the fees, Service Provider hereby grants to the Client a non-sublicensable, limited, restricted, revocable, non-transferable, non-exclusive subscription to access and use the

Product, solely for the Client's internal business purposes. Service Provider shall ensure that its employees, account managers, or anyone else acting on its behalf, comply with the terms and conditions set out in this Agreement and SoW.

### **3. Fees and Payment**

- 3.1. All payments by the Client to Service Provider in respect of the Services shall be made in accordance with the following terms and as per the commercials and the payment terms specified in the respective SoWs.
- 3.2. The Client shall deduct applicable withholding tax required under the law from payments made under this Agreement and Service Provider shall be responsible for bearing all its own income taxes on earning/s under this Agreement. All Parties are responsible for their own income taxes.
- 3.3. Invoices shall be deemed to be accepted if the Client fails to submit in writing to the Service Provider, its dispute in writing within five (5) days from the receipt of the invoice.
- 3.4. In the event that the payment against invoices has not been made by the Client within the stipulated time, Service Provider shall be entitled to charge an interest of 1.5% p.m. or part thereof, or the maximum amount permitted by law, whichever is less, on the unpaid invoices from the date on which the invoices were due.

### **4. Service Provider Obligations:**

- 4.1. Service Provider undertakes that the Services will be performed substantially in accordance with the documentation and with reasonable skill and care.
- 4.2. The undertaking at Section 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Product and Services contrary to Service Provider instructions, or modification or alteration of the Product and Services by any party other than Service Provider or Service Provider's duly authorized contractors or agents.
- 4.3. Service Provider represents and warrants that it does not have, and will not enter into, any legal or contractual obligations that would prevent it from complying with its obligations under this Agreement, including without limitations.
- 4.4. Service Provider guarantees that the Product and Services under this Agreement do not infringe or violate any rights of any third party and further Service Provider guarantees that Client can use the information or the Service results formed by Service Provider in accordance with the law only for the purpose as mentioned in the Agreement.
- 4.5. Service Provider shall obtain and shall maintain all necessary licenses, consents, and permissions necessary in order to perform its obligations under this Agreement.
- 4.6. **WARRANTY DISCLAIMER: SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### **5. Client Obligations:**

- 5.1. Client to avail the Services shall provide the Service Provider with a) necessary co-operation in relation to the performance of Services under this Agreement; b) necessary access to such information as may be required by the Service Provider to render Services;
- 5.2. The Client shall procure the compliance of any of its employees, agents or subcontractors who utilize the Product and Services, with the terms of this Agreement; and it shall not use Product and Services in a way that is fraudulent, unlawful, or unauthorized.
- 5.3. The Client is responsible for the Client Data transmitted while using the Services, and the Service Provider does not moderate or assume responsibility for such Client Data.
- 5.4. Client shall be solely responsible for any liability arising out of or relating to the Client Data and Client Services, whether transmitted on its own or any third party's behalf.
- 5.5. Client Data shall not contain information that is unsolicited, offensive, threatening, or abusive or which otherwise is of criminal or unethical nature according to the applicable law(s). Service Provider shall not be liable for any damages, including any consequential loss, incurred by the Client because of any contravention with this Section.
- 5.6. The Service is not meant as data storage or backup service, and the Client shall maintain an independent backup of Client Data.
- 5.7. The Client shall implement security procedures necessary to limit access to the Services to the Client's Authorized Users for the use of the Services.

### **6. Restrictions on License to the Product**

The Client represents and warrants that:

- 6.1. it shall not rent, lease, distribute, license, sublicense, sell, resell, assign, transfer, timeshare, offer in-service bureau, or otherwise make Product available to any third-party contrary to the terms stated herein;
- 6.2. it shall ensure that the information which shall be provided to Service Provider shall be true and shall not contain any information which is not obtained lawfully as per the applicable laws;
- 6.3. it shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Products;
- 6.4. it shall not do any act which shall damage, disable, overburden or impair Service Provider's servers or network, or interfere with any other party's use and enjoyment of the Product;
- 6.5. it shall not access the Product in order to build a commercially available product or service which competes with the Product;
- 6.6. it shall not use the Product in a manner that is prohibited by any law or regulation;
- 6.7. it shall not copy any features, functions, integrations, interfaces, or graphics which are part of the Product;
- 6.8. it shall not willfully tamper with the security of the Products, including attempting to probe, scan or test the vulnerability of the Product or to breach the security or authentication measures;

- 6.9. it shall not share any sensitive data with Service Provider, which, in the normal course of events, would demand special handling and introduce a security burden on Service Provider that is not agreed upon by Service Provider in writing in advance of receipt of such data;
- 6.10. it shall further not transmit any information through the Products, in any manner or avail Services in any manner, which may: (i) be unlawful, threatening, abusive, libelous, defamatory; (ii) refute or is contrary to what is set out anywhere in the Agreement; (iii) is considered “spam” (including machine or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation or any form of lottery or gambling); violates the privacy of any third-party.
- 6.11. it shall not host, display, upload, modify, publish, transmit, update or share any information belonging to another person and to which the Client does not have any right.

## 7. Warranty Limitations

- 7.1. THE CLIENT ACKNOWLEDGES THAT PRODUCT IS NEVER WHOLLY FREE FROM DEFECTS, ERRORS, AND BUGS; AND SUBJECT TO THE OTHER PROVISIONS OF THIS AGREEMENT, THE SERVICE PROVIDER GIVES NO WARRANTY OR REPRESENTATION THAT THE PRODUCT WILL ALWAYS BE WHOLLY FREE FROM DEFECTS, ERRORS, AND BUGS.
- 7.2. THE CLIENT ACKNOWLEDGES THAT THE PRODUCT IS DESIGNED TO BE COMPATIBLE ONLY WITH THE WEB-BASED APPLICATION AND THOSE APPLICATIONS, WHICH IS SPECIFIED AS COMPATIBLE IN THE SPECIFICATIONS PROVIDED BY THE SERVICE PROVIDER; AND THE SERVICE PROVIDER DOES NOT WARRANT OR REPRESENT THAT THE PRODUCT WILL BE COMPATIBLE WITH ANY OTHER MOBILE/WEB-BASED APPLICATIONS.

## 8. Data Security and Confidentiality

- 8.1. Each Party may from time to time during the term of this Agreement disclose to the other Party certain non-public, Confidential Information, whether or not designated as “confidential” or “proprietary” or similar designation, that relates to the past, present or future business activities, including, inter-alia, technical, marketing, financial, business, planning, and other confidential and proprietary information.
- 8.2. Party receiving Confidential Information (“**Receiving Party**”) will hold the Confidential Information in trust and confidence and, except as outlined in this Agreement or as otherwise may be authorized by the Party disclosing Confidential Information (“**Disclosing Party**”), in writing, will not disclose such information to any third party.
- 8.3. Receiving Party may disclose Confidential Information, if required to do so under applicable law, rule, or order, provided that the Receiving Party to the extent legally permissible, provides the Disclosing Party, with prior written notice of the required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedies, and provided further that the Receiving Party discloses no more Confidential Information of the Disclosing Party than is reasonably necessary in order to respond to the required disclosure.

- 8.4. At the request and option of the Disclosing Party, or in the event of termination or expiration of this Agreement (or any part thereof), the Receiving Party shall promptly: (a) return to the Disclosing Party the Confidential Information and all documentation, information, Services, and data related to the Agreement, even if not Confidential Information) or (b) destroy or permanently erase on all forms of recordation the Confidential Information and, if requested by the Disclosing Party, acknowledge in writing that all such Confidential Information has been destroyed or permanently erased.
- 8.5. The confidentiality obligation under this Agreement shall survive termination of this Agreement for a period of two (2) years.
- 8.6. Data shall be processed by the Service Provider in accordance with the applicable laws.
- 8.7. The Client shall ensure that the Client Data does not:
- infringe or violate any intellectual property rights, publicity/privacy rights, law, or regulation;
  - contain any viruses or programming intended to damage, surreptitiously intercept or expropriate any system, data, or personal information.
- 8.8. The Service Provider is not and shall not be obliged to review the Client Data for accuracy or potential liability.
- 8.9. Any Personal Data obtained from the Client shall be processed by the Service Provider in accordance with laws applicable to the processing of such data.

## 9. Termination

- 9.1. It has been mutually agreed between the Parties that this Agreement shall not renew automatically, except when the Client selects the option for renewal on the marketplace for consecutive period of one (1) month (“**Renewal Term**”) unless terminated in writing as per the terms of this Agreement. The Initial Term and Renewal Term shall be collectively referred to as “**Term**”.
- 9.2. Service Provider reserves the right to increase the Fees for the Renewal Term in an amount not to exceed five percent (5%) over the Fees charged in the prior, expiring term.
- 9.3. Except as mentioned in this Section, no Party can terminate this Agreement during the Lock-in- Period.
- 9.4. Service Provider may forthwith terminate this Agreement or SoW at any point during the Term, on the occurrence of the following event:
- Client is not using the license to Product in accordance with the terms and conditions as mentioned in this Agreement;
  - If the Service Provider has reasonable grounds to believe that the Client is utilizing the Services for any illegal or disruptive purposes.
- 9.5. Post the Lock-in Period, either Party may terminate this Agreement or an SoW by providing thirty (30) days advance written notice to the other Party, without assigning any reason thereto.
- 9.6. Post the Lock-in Period, either Party may terminate this Agreement or an SoW in the event of a breach by serving upon the other Party a prior written notice of thirty (30) if the breaching Party is unable to cure the breach within thirty (30) days of intimation of the breach by the breached Party.

9.7. Expiration or termination of this Agreement shall result in the automatic termination of all SoWs then in effect. Expiration or termination of any or all SoWs shall not, by itself, result in the termination of this Agreement or any other SoW.

9.8. In addition, the Parties can also terminate this Agreement in case of a Force Majeure Event in the manner as set out in this Agreement. If the Client discontinues using the Services during the Force Majeure event, this Agreement will not be deemed to be terminated unless a written notice of termination has been served to the Service Provider, failing which the Client shall be entitled to pay the Fee irrespective of actual usage of the Services as per the respective SoW.

#### **10. Consequence of Termination**

10.1. Client shall pay Service Provider the Fee due under the Services concerning the Services delivered as of the date of termination. Only upon settlement of Fees due to Service Provider, all Client provided materials will be returned to Client and all Client use rights in the work in process as described in the Services will be transferred to Client. No refund of Fees shall be processed by the Service Provider under any circumstances whatsoever.

10.2. Upon termination of this Agreement, both Parties will immediately cease to use in any form or media all Intellectual Property associated with the other Party. All such materials as can be considered by either Party will be deleted, destroyed, and returned to the other party within thirty (30) business days of the termination of this Agreement. The Client shall duly certify in writing that the Client has deleted/destroyed the aforementioned materials and furnish the same to the Service Provider.

#### **11. Intellectual Property**

11.1. Either Party shall retain all rights with respect to its Intellectual Property that existed prior to the execution of this Agreement. Under the API model, Client Data shall belong to the Client.

11.2. Branding & Marketing: Service Provider may use the Client's name and logo to identify the Client as a customer of the Service Provider for marketing purposes on the Service Provider's website, social media platforms, and to create marketing materials. The Service Provider shall use its best endeavors to ensure that such marketing efforts do not tarnish the image of the Client.

11.3. Service Provider retains all rights, titles, and interest in the Intellectual Property Rights in the Product and Services. Other than the limited permission to use the Services and Product as provided by Service Provider as expressly outlined in this Agreement, no other license or other proprietary rights in the Services and Product are granted to the Client and all such rights are hereby expressly reserved by Service Provider.

11.4. Service Provider shall own all rights and title in any Intellectual Property, whether or not patentable or registrable under patent, copyright, or similar statutes, that are generated, created, conceived, or reduced to practice by the Service Provider, either alone or jointly with others in connection with providing of the Services. Client shall have no right in whatsoever manner, in the Intellectual Property Rights developed during availing Services.

11.5. Client herein shall at all times take necessary steps to prevent infringement of the Intellectual Property Rights of the Service Provider by any third party. Upon becoming aware of any such actual or attempted infringement, the Client so becoming aware

shall promptly inform the Service Provider of such infringement and both Parties shall agree on measures necessary to prevent such infringement.

#### **12. Indemnification:**

12.1. Both Parties shall defend, indemnify and hold harmless the other from any and all claims, losses, liabilities, damages, expenses, and costs (excluding attorneys' fees and court costs) howsoever arising out of or resulting from or relating directly to breach of any applicable laws; gross negligent act and willful misconduct.

12.2. Service Provider further agrees to indemnify defend and hold Client harmless from and against all actual and direct claims and/or losses incurred by Client on account of any third-party claims arising out of infringement of any intellectual property rights of any third party by Service Provider from the usage of Product by Client. However, Service Provider shall not have any liability to indemnify for any claim arising out of infringing any intellectual property rights of a third party to the extent that any infringement or claim thereof is attributable to (i) the combination, operation, or use of Product with the equipment or software supplied by the Client, where the Product would not itself be infringing; (ii) compliance with designs, instructions provided by Client; (iii) use of Product in an application or environment for which it was not designed or contemplated under this Agreement.

12.3. Client shall defend, indemnify and hold harmless the Service Provider and its directors, officers, employees, affiliates, and agents from any and all claims, losses, liabilities, damages, expenses, and costs (including attorneys' fees and court costs) howsoever arising out of or resulting from or relating directly or indirectly to (i) if the Client Data infringe the intellectual property rights of a third party (ii) government fines and penalties that are imposed, as a result of negligent or intentional acts or omissions of the Client or Client personnel (iii) breach of any Client's obligations, representations and warranties set out in this Agreement (iv) the Client Data infringing or violating any intellectual property rights, publicity/privacy rights, law or regulation, inaccuracy of the Client Data or Client Data containing any viruses or programming intended to damage, surreptitiously intercept or expropriate any system, data or personal information.

12.4. The foregoing is, however, conditional upon one Party ("**Indemnified Party**") (i) notifying the other Party ("**Indemnifying Party**") in writing and in detail without undue delay, (ii) authorizing the Indemnifying Party to conduct any judicial proceedings with such third party on its own, and (iii) providing the Indemnifying Party (at the expense of the Indemnifying Party) with any reasonable assistance so that the Indemnifying Party can defend such third-party claims.

**13. Limitation of Liability:** Notwithstanding any other provision in this Agreement to the contrary, each Party's total liability under or in connection with this Agreement, whether in tort or contract (including for breach of warranty, negligence, and strict liability in tort), will be limited to the actual direct damages incurred but will not exceed the amounts actually paid to the Service Provider by the Client in the six (6) month period immediately preceding the relevant Party's formal written notice of the claim for liability hereunder. Neither Party will be liable to the other for any indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings, regardless of the form of action or the theory of recovery, even if it has been advised of the possibility of such damages.

**14. Governing Law and Jurisdiction:** This Agreement will be deemed to have been made and construed in accordance with the laws of the state of Delaware. In the event of any dispute between the Parties, the courts in the state of Delaware shall have exclusive jurisdiction over such dispute. Each Party irrevocably submits to the jurisdiction of such courts, and each Party waives any objection that it may have to the laying of the venue of any such action or proceeding in the manner provided in this Section

**15. Compliance with Law:** Each Party shall perform all of its obligations under this Agreement in compliance at all times with all foreign, national, state, and local statutes, and orders regulations, including those relating to privacy and data protection. Each Party shall further comply with all applicable customs and export control laws and regulations.

**16. Force Majeure:** Neither Party shall be liable for failure or delay in the performance of its obligations (except for each Party's payment obligations) under this Agreement to the extent that such failure or delay is caused by matters beyond that party's reasonable control including but not limited to destruction arising out of war, rebellion, civil commotion, strikes, lockouts, and industrial disputes, fire, explosion, earthquake, pandemics, epidemics, government action and/or other seismic activity, acts of God, flood, drought or bad weather. Notice of these circumstances shall be given to the other Party immediately and the party suffering from Force Majeure shall take sufficient measures to eliminate impact and reduce losses caused by Force Majeure, if the party suffering from Force Majeure fails to take reasonable remedial measures it cannot be exempted from the corresponding liability and obligations. For so long as the performance of those obligations is suspended, the other Party may similarly suspend the performance of its obligations.

**17. Remedies:** Both Parties reserve all remedies available at law or equity for any disputes that arise under this Agreement and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement.

**18. Survival:** Sections pertaining to confidentiality, Intellectual Property Rights, indemnity, limitation of liability, governing law and jurisdiction, survival and such other provisions that are intended to survive the termination or expiry of this Agreement shall survive.

**19. Miscellaneous:** Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other

Party. Only a written instrument executed by each of the parties hereto may amend this Agreement. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. The relationship between the Parties is on a "principal-to-principal" basis. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The failure of any party to enforce any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's rights. In the event that any provision of this Agreement shall be determined to be void, invalid, or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement, understanding, undertaking, or arrangement between the Parties relating to the subject matter hereof.

**20. Notice:** Notices will be issued on formal communication channels as mutually decided between the Parties.

**21. Assumptions and Qualifications**

21.1. Service Provider has relied on the data and information provided as it is and has not independently verified such data and information including the authenticity of such data and information.

21.2. Service Provider has relied on the warranty provided by Client that it has the right to enter into this Agreement with Service Provider and is in compliance with all relevant national and international laws with respect to the terms, purpose, and services provided under this Agreement.

**22. CLICK TO ACCEPT**

For using the Product and/or Services, the Client may be asked to indicate their acceptance of this Agreement by clicking a button marked "I Accept", "I Agree", "Okay" or "I Consent"; or other words or actions that similarly acknowledge the Client's consent or acceptance of a click-through terms and conditions or the Client may indicate their acceptance by executing SoW. Any consent so provided by the Client will be deemed to be valid consent under all applicable laws.

**Schedule A**  
**Statement of Work**

This Statement of Work (“**SOW**”) is executed on [●] between **CLIPPINGS INC.**, a company incorporated under the laws of Delaware, having its registered office at 108 W. 13TH STREET SUITE 100, WILMINGTON, New Castle, DE, 19801 (“**Service Provider**”) and [●], a company incorporated under the laws of [●], having its registered office at [●] (“**Client**”) pursuant to the subscription agreement executed between Service Provider and Client on [●] (“**Agreement**”).

Service Provider and Client shall be collectively referred to as “**Parties**”.

Parties hereby agree that the SOW shall be governed by the terms and conditions of the Agreement and this SOW shall form an integral part of the Agreement.

I. Scope of Work:

II. Tenure of the SoW (Initial Term):

Order Start Date	
Order End Date	

III. Lock-In Period:

IV. Fees and Consideration (Excluding Tax):

Monthly Recurring Fee (USD)	
One-time Implementation Fee (USD)	
Annual Storage (USD)	
Payment Term	

V. Additional terms and conditions, if any:

<b>CLIPPINGS INC.</b>	[●]
Signature:	Signature:
Name: Vinayak Shrivastav Title: CEO	Name: [●] Title: [●]