MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into by and between the dtx company dba Flowcode ("Flowcode" or "Company") and the organization ("Customer") executing an Order Form referencing or otherwise incorporating this Agreement ("Order Form"). This Agreement shall be effective as of the "Effective Date" of the first Order Form between Customer and Flowcode.

1.   Services. Subject to the terms of this Agreement, Company will provide to Customer the subscription services (the "Services") set forth in one or more Order Forms. Each Order Form must be executed by both parties in order to be binding.

2.   Support. Company will provide Customer with reasonable technical support services in accordance with the SLA set forth on Exhibit A.

3.   Restrictions and Responsibilities.
    a.   Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services, the custom QR codes ("Flowcodes") and custom landing pages ("Flowpages") delivered to and/or accessed by Customer hereunder, or any software, documentation or data related to the Services or the Flowcodes or Flowpages ("Software"); modify, copy, reproduce, translate, or create derivative works based on the Services, the Flowcodes, Flowpages or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services, Flowcodes, Flowpages or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices, logos, marks or labels from the Services, the Flowcodes, Flowpages or the Software (as applicable). Company does not require protected health information to perform the Services and Customer shall not provide protected health information to Company without Company's prior written agreement. Customer is not permitted to resell the Services in whole or in part.
    b.   Further, neither party may remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
    c.   Each party represents, covenants, and warrants that it will comply with all applicable laws and regulations in the performance of its obligations and the exercise of its rights under this Agreement.
    d.   Customer will not, and will not permit its users to, use the Services: (i) to knowingly post, upload, forward, or otherwise transmit any file or software code which contains, facilitates, or launches viruses, worms, trojan horses or any other contaminating or destructive features, or features that otherwise interfere with the proper working of the Services; (ii) to attempt to access any other Company systems that are not part of these Services; (iii) to upload, post, process, distribute, link to, publish, reproduce, or transmit any illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive or inappropriate information, materials or communications of any kind; (iv) to build a competitive product or service, to copy any ideas, features, functions or graphics of the Services, to determine whether the Services are within the scope of any patent or for benchmarking or other competitive purposes; or (v) in excess of contractual usage limits or in a manner that circumvents usage limits or access control measures.
    e.   Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it reasonably believes may be in violation of the foregoing.
    f.   Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer's account and passwords (including but not limited to administrative and user passwords).

4.   Confidentiality; Proprietary Rights.
    a.   Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information

regarding features, functionality and performance of the Services (including the Flowcodes and Flowpages). Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or disclose to any third person any such Proprietary Information, except to the extent disclosure is required by applicable law (and provided prior notice of such required disclosure is given to the Disclosing Party to enable it to seek a protective order or other confidential treatment with respect thereto). The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can establish (a) is or becomes generally available to the public without fault of the Receiving Party, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party without breach of any obligation of confidentiality, or (d) was independently developed without use of or reference to any Proprietary Information of the Disclosing Party.

b.   Customer shall own and retain all right, title and interest in and to the Customer Data (as defined below). Company shall own and retain all right, title and interest in and to (a) the Services, Flowcodes, Flowpages and Software, all data collected by Company through provision of the Services, Flowcodes, Flowpages and Software and all improvements, enhancements and modifications to each of the foregoing, (b) any software, applications, inventions or other technology developed in connection with support services provided by Company, and (c) all intellectual property rights related to any of the foregoing. "Customer Data" means all data and materials uploaded to or stored on or in any Flowcodes, Flowpages or the Services by or on behalf of Customer, or supplied by Customer to Company for uploading to, transmission by or storage on the Services. Customer is responsible for the accuracy and content of Customer Data and represents that it has the right to use such data as contemplated by this Agreement.

c.   Notwithstanding anything to the contrary herein, Company shall have the right to collect and analyze usage data and other information relating to the provision, use and performance of the Services and related systems and technologies in accordance with Company's privacy policy (the "Privacy Policy") set forth at: https://www.flowcode.com/privacy-policy provided Company may only share such data with others if the data is aggregated and does not identify Customer. Company shall at all times comply with applicable data protection laws with respect to the Services.

d.   Customer hereby grants to Company a worldwide, perpetual, irrevocable, royalty- free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback ("Feedback") that Customer or Customer's users may (but are not obliged to) provide to Company relating to the Services, provided that Feedback shall not include Customer Proprietary Information.

e.   No rights or licenses are granted except as expressly set forth herein.

5.   Fees.
    a.   Customer shall pay to Company the fees for Services ("Fees") as set forth in the applicable Order Form.
    b.   Company will invoice Customer using the billing information set forth on the Order Form, and Customer shall make payment within 30 days of receipt of invoice.
    c.   Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with the Services other than taxes based on Company's net income or employees.

6.   Term and Termination.
    a.   This Agreement will take effect on the Effective Date and continue for such period as any Order Form remains in effect ("Term").
    b.   Either party may terminate this Agreement upon written notice to the other if such other party (i) materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice of same or (ii) becomes or is declared insolvent or bankrupt.
    c.   All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, proprietary rights provisions, warranty disclaimers, and limitations of liability.

7.   Indemnification.
    a.   Company agrees to defend, indemnify and hold harmless Customer from and against any and all claims, damages, costs, expenses, and liabilities, including, without limitation, reasonable attorneys' fees (collectively, "Damages") arising by reason of any third party claim, suit or proceeding against Customer alleging that the Software or Services, when used by Customer according to the terms of the Agreement, infringe any patent, copyright or other intellectual property right, or misappropriate any trade secret, of such third party. The foregoing obligations do not apply (i) with respect to any Services and/or Software (or components thereof) (A) not supplied by Company, (B) that are modified after delivery by Company, (C) that are combined with other products, processes or materials not provided or authorized by Company where the alleged infringement would not occur but for such combination, (D) where Customer continues allegedly infringing activity after being notified in writing thereof or after being informed in writing of modifications that would have avoided the alleged infringement, or (E) where Customer's access to or use of the Services and/or Software (or any component thereof) is not strictly in accordance with this Agreement or (ii) to any third party claim involving Customer Data or Customer's violation of Law.

b.   If the Software or Service or any portion thereof is held to infringe any patent, copyright or other intellectual property right, or constitute the unauthorized use or misappropriation of any trade secret; and/or if Customer is enjoined from using the same, then (in either case) Company shall at its option and its expense either:

i.   procure for Customer the right to continue using the Software or Services, or such portion thereof, as contemplated hereunder;

ii.   modify the Software or Services, or such portion thereof, to render the same non-infringing but otherwise complying with the specifications for such Software or Services (provided such modification does not materially adversely affect the use of such Software or Services, or such portion thereof); or

iii.   replace the Software or Services, or such portion thereof, with an equally suitable, functionally equivalent and compatible non-infringing substitute that otherwise complies with the specifications for such Software or Services, or such portion thereof.

In the event that neither (i), (ii) or (iii) above are commercially practicable (as determined by Company in its reasonable discretion after consultation with Customer), then either party will have the right to terminate this Agreement.

c.   Customer agrees to defend, indemnify and hold harmless Company from and against any and all Damages arising by reason of any third party claim, suit or proceeding against Company alleging that the Customer Data provided to Company or any Customer content or other materials used or distributed in connection with the Services or the Software infringes any patent, copyright or other intellectual property right, or misappropriates any trade secret, or otherwise violates any other rights, of such third party.

d.   In the event of a claim for which a party seeks indemnity under this Section 7 (each an "Indemnified Party"), the Indemnified Party shall: (a) notify the indemnifying party in writing as soon as practicable, but in no event later than seven (7) days after receipt of such claim; and (b) allow the indemnifying party to assume full control of the defense and settlement of the claim, including retaining counsel of its own choosing. The indemnifying party will not be liable for the fees and expenses of alternative or additional counsel retained by any Indemnified Party. The Indemnified Party shall cooperate with the indemnifying party in the defense of any such claim, at the indemnifying party's expense, and the Indemnified Party shall be permitted to participate in such defense with counsel of its choice at its own expense. Notwithstanding anything to the contrary, the indemnifying party shall have no obligation to indemnify or reimburse for any sums paid by any Indemnified Party voluntarily, without the indemnifying party's prior written consent, in connection with settlement of a claim.

e.   This Section 7 (Indemnification) describes each Indemnified Party's exclusive remedy and each Indemnifying Party's entire liability for any Damages claim brought pursuant to this section.

8.   Disclaimer of Warranty; Limitation of Liability.

a.   Company shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

b.   NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT WITH RESPECT TO COMPANY'S BREACH OF CONFIDENTIALITY, IP INFRINGEMENT INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE OR WILFUL MISCONDUCT, COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED HERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF PROFITS OR BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.   Miscellaneous.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement may not be assigned by either party without the other party's prior written consent, whether by operation of law or otherwise; provided that either party may assign this Agreement to its successor in the event of a merger, stock sale, or sale of all or substantially all of the assets of such party. This Agreement is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous written and oral agreements, communications and other understandings relating to the subject matter hereof. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has

any authority to bind the other party in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested and a copy to Customer is also sent to the legal notice address set forth on the Order Form; and a copy to Company is also sent to legal@flowcode.com. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. Any legal action relating to this Agreement must be brought in the federal or state courts in New York County, New York and the parties irrevocably submit to the exclusive jurisdiction of such courts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, and no other person or entity shall have any right or obligation hereunder. Neither this Agreement nor any term hereof may be amended or waived other than by an instrument in writing signed by both parties. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

EXHIBIT A
SERVICE LEVEL AGREEMENT

Flowcode shall provide the Services so that each material component thereof meets or exceeds 99.7% uptime (the "Uptime") calculated on a monthly basis. Uptime is achieved if the Services (including each material component thereof), are available and operable for use by Customer and functioning as designed to function. Flowcode shall provide Customer at least 48 hours advanced written notice of any scheduled maintenance event in connection with the Services ("Scheduled Downtime"). Scheduled Downtime shall not take place (i) for more than 30 minutes per instance of Scheduled Downtime, (ii) for more than 2 hours per week, and/or (iii) for more than 8 hours per month in the aggregate. Downtime minutes related to Scheduled Downtime, and downtime minutes related to any matter beyond Flowcode's reasonable control (including without limitation third party service provider outages), will be excluded from the measurement of compliance with the Uptime commitment.

Customer's sole remedy for failure to meet the Uptime commitment in a given month is the receipt of a credit in accordance with the following table:

Service Availability	Credit %
100% -99.7%	No credit
< 99.7% > 98.0%	5%
< 98.0% > 95.0%	7.5%
< 95.0%	10%

"Credit %" is based on the Fee paid by Customer in the previous calendar month.
The appropriate credit amount will be applied on the invoice following the month in which the credit accrued.

To receive a Service credit, Customer must issue a Service credit request within 7 days of the last day of the month in which Customer believes Flowcode's failure to meet the Uptime commitment occurred. Promptly after receipt of a Service credit request, Flowcode will investigate the request and notify Customer that either: (i) a Service credit is due; or (ii) no Service credit is due and state the basis of this determination. If Flowcode determines a Service credit is due, then Flowcode will apply the applicable Service credit to Customer's account for future Fees due. Service credits have no cash value and are Customer's sole and exclusive remedy for any failure by Flowcode to meet the Uptime commitment.

Order Form

Subscription Services ("Services")	Quantity	Price
Flowcode Enterprise Platform Plan Includes: - Self-service platform access for Flowcode QR codes ("Flowcodes"), landing pages ("Flowpages"), Brand Kits (defined below), Conversion Events (defined below) and related analytics ("Analytics") - Single-sign on - Assigned customer success manager - Enterprise onboarding support	1	$12,000 per month
FlowcodeID Includes: - The number of FlowcodeIDs (as defined below) listed in the "Quantity" column	20,000 per month	Included in Platform Access Fee Overage: $0.05 per additional FlowcodeID
Workspaces; Custom Domains Includes:	20	Included in Platform Access Fee

- The number of Workspaces (as defined below) listed in the "Quantity" column - Each Workspace automatically includes 1 custom domain		Overage: $250 per month per additional Workspace
Flowcode API Integration	Y	Billed based on usage, in accordance with the API Access Rate Card below.

Flowcode Creative Services
Includes:
    - 5 custom designed Flowcode template per Workspace
    - 5 custom designed Flowpage template per Workspace
	1	Included in Platform Access Fee
		
		Overage: $150 per additional custom designed Flowcode / Flowpage

Total Monthly Fee (USD)*		$12,000
TOTAL ANNUAL FEE*		$144,00

This is not an invoice. Any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Billing Address provided by Customer on this Order Form.

Excludes [if:conditionApiIntegration]API Access charges and[endif] Overage charges, if applicable, which will be billed monthly in arrears. **OVERAGE CHARGES WILL BE BILLED SOLELY BASED ON ACTUAL USAGE.*

The Monthly Fees for Subscription Services outlined above (excluding [if:conditionApiIntegration]API Access and[endif] Overage charges) are payable upfront on an annual basis. Company will issue an invoice to Customer for the annual total upon execution of this Order Form, and if applicable, on an annual basis thereafter, and such invoices shall be due and payable within 30 days of receipt.

THE FOLLOWING RATE CARD IS APPLICABLE ONLY IN THE EVENT THAT CUSTOMER ELECTS TO USE THE API:

API Access Rate Card (billed monthly in arrears)

Flowcode Creation API Rates

This rate card applies to the Flowcode creation API.

Test Tier: Up to 50 codes in aggregate for the Term of this Order Form at no charge.

Flat Rate Tier:

Number of codes (per month)	Fee
First 10,000	$500 flat fee per month

Overage:

Number of codes (per month)	Fee
Next 140,000	$0.005 per code
Next 850,000	$0.002 per code
Over 1 million	$0.001 per code

Analytics API Rates

This rate card applies to Analytics API calls used to retrieve analytics for Flowcodes and/or Flowpages. Each individual Analytics API call can be used for up to 1,000 Events. "Events" are defined as individual scans, link clicks, and/or contact collection form submissions.

Test Tier: Up to 50 calls in aggregate for the Term of this Order Form at no charge.

Flat Rate Tier:

Number of calls (per month)	Fee
First 100	No charge
Next 400	$250 flat fee per month

Overage:

Number of calls (per month)	Fee
Next 9,500	$0.0200 per call
Next 90,000	$0.0045 per call
Next 900,000	$0.0010 per call
Over 1 million	$0.0005 per call

Other API Rates

This rate card applies to all API calls other than Flowcode creation and Analytics calls.

Test Tier: Up to 10,000 calls in aggregate for the Term of this Order Form at no charge.

Overage:

Number of calls (per month)	Fee
Next 990,000	$0.0010 per call
Over 1 million	$0.0005 per call
[endif]	

Defined terms:

"**Brand Kit**" is a collection of colors, fonts, and other visual design attributes selected by Customer for application to assets created in the Flowcode platform.

"**Conversion Event**" is a conversion facilitated via the Flowcode platform and may include (but is not limited to) contact collection, purchase and/or form submission.

"**FlowcodeID**" is a consumer profile based on a set of proprietary identifiers that are grouped together with a user-specified unique identifier provided during a Conversion Event. A FlowcodeID profile includes the set of activity events for the identifiers or user-specified unique identifier associated with that FlowcodeID profile. The proprietary identifiers may be inferred from or combined with device information sent as part of the Conversion Event, or applied as a first party cookie.

"**Workspace**" is a space for a specific function or team to collaborate within an organization on the Flowcode platform, where members can access and edit assets based on their role and permissions.

This "**Order Form**" is entered into as of the date of last signature below (the "**Effective Date**") by and between the dtx company dba Flowcode ("**Company**" or "**Flowcode**") and Customer. The Order Form is subject to and incorporates by reference the Master Services Agreement set forth on Appendix A hereto (the "**Agreement**"). The parties have caused this Order Form to be signed as of the Effective Date by their duly authorized representatives.

Auto-renewal - The subscription items in this Order Form shall automatically renew for subsequent one-year periods, unless either party notifies the other in writing of its intent not to renew at least thirty (30) days prior to the end of the then-current term. If a party provides timely notice of its intent not to renew the Agreement, the Agreement shall expire at the end of the then-current Term.