

END-USER LICENSE AGREEMENT

This END-USER LICENSE AGREEMENT (this "Agreement") is entered into, to be effective as of [DATE] ("Effective Date"), by and between [COMPANY NAME], a [JURISDICTION] [COMPANY TYPE] having its principal place of business at [ADDRESS] ("Subscriber"), and Mytaverse, Inc., a Delaware corporation with a principal place of business at 19201 NE 20th CT, North Miami Beach, FL 33179 ("Service Provider").

DEFINITIONS

"Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control with a party. A person or entity shall only be considered an Affiliate during the duration of such control. For purposes of this definition, "control" or

"controlled" means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interest, in the case of any other type of legal entity, or status as a general partner in any partnership, or the contractual right to control the election of directors or direct the affairs of a party.

"Authorized Users" means an individual person authorized to attend or participate a Client Experience as authorized by Client on a per-Client Experience basis.

"Client Experience" means the user experience configured and deployed through the Mytaverse Technology that Mytaverse makes available to Client hereunder, as described in a Work Order.

"Concurrent Users" or "CCUs" means the number of Authorized Users accessing the Mytaverse Technology simultaneously within the Cloud Infrastructure. It is understood that a maximum of fifty (50) CCUs may be in each server instance.

"Confidential Information" means all trade secrets and other confidential or proprietary information furnished by one party to the other in connection with this Agreement, whether in oral, written, graphic, electronic or machine-readable form, and whether or not marked as confidential and proprietary, and including, without limitation, software tool specifications, functions, features, algorithms, source code, integration and shared data block specifications, file layouts and formats, marketing strategies, business, product or acquisition plans, current business relationships or strategies, and customer lists. Without limiting the generality of the foregoing, the Mytaverse Technology is Mytaverse's Confidential Information. Confidential Information does not include information which: (a)

is or becomes publicly available through no fault of the receiving party, (b) is lawfully disclosed to the receiving party by a third party who has lawfully acquired the information and is not under any obligation of confidentiality with respect to such information, or (c) was known by the receiving party at the time of its disclosure by the disclosing party, as evidenced by the receiving party's records kept in the ordinary course of its business.

"Documentation" means any documentation provided by Mytaverse to Client related to the functionality and operations of the Mytaverse Technology.

"Mytaverse Technology" means Mytaverse's proprietary technology as more fully described in a Work Order. For the avoidance of doubt, a Client Experience constitutes the Mytaverse Technology.

"Support Addendum" means the support addendum attached hereto as Schedule 2 under which Mytaverse will provide the Support Services to Client.

"Support Service" means the support services set forth in the Support Addendum.

"Work Order" means a work order entered into between the Parties that describes the specifications and duration of the Mytaverse Technology, including the Client Experience as well as the amounts payable by Client hereunder, and such other terms as the parties may agree therein. The first Work Order entered into between the Parties is attached hereto as Schedule 1.

2. SCOPE OF LICENSE

2.1 Mytaverse Technology License.

Subject to the terms of this Agreement, including Client's payment obligations, Mytaverse, Mytaverse grants to Customer a non-exclusive, limited, revocable, nontransferable, non-sublicensable license during the Term to use the Mytaverse Technology for Client's internal business purposes in accordance with this Agreement, applicable law and all relevant Documentation. The foregoing license shall include the right to permit Authorized Users to access Client Experiences in accordance with this Agreement

2.2 General Restrictions.

Client shall not, directly or indirectly: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially use or make the Mytaverse Technology

available to any third party (except to Authorized Users in accordance with Section 2.1); (ii) make derivative works of, modify, disassemble, reverse compile or reverse engineer any part of the Mytaverse Technology or the Documentation, or access the Mytaverse Technology or the Documentation to build a similar or competitive product or service, or to recreate or modify the source code or structural framework of the Mytaverse Technology; (iii) use the Mytaverse Technology to send spam or otherwise send content in violation of applicable laws; or (iv) use the Mytaverse Technology to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material. Client may not remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings within the Mytaverse Technology or the Documentation. In addition, Client and Authorized Users shall not, directly or indirectly: (a) use any robot, spider, site search or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Mytaverse Technology, (b) harvest or collect information about or from other users of the Mytaverse Technology except as expressly permitted by features within the Mytaverse Technology, (c) probe, scan or test the vulnerability of the Mytaverse Technology, nor breach the security or authentication measures on the Mytaverse Technology, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Mytaverse Technology (d) attempt to gain unauthorized access to the Mytaverse Technology or its related systems or networks, (e) use the Mytaverse Technology for benchmarking purposes, or for any illegal purpose, or (f) create Internet “links” to the Mytaverse Technology or “frame” or “mirror” any content therein.

2.3 Usage Limitations.

The Work Order may set forth Authorized User or CCU limits, data stream limits, and/or other usage limitations. Use of the Mytaverse Technology by Client is restricted to such limitations as set forth in the Order Form. Login credentials shall not be shared or concurrently used by more than one Authorized User. Client shall permit and hereby permits Mytaverse to conduct a reasonable audit of User’s compliance with any usage limits upon prior notice by Mytaverse and not more than once per calendar year.

2.4 Authorized Users.

Client acknowledges that Authorized Users may be required to accept terms and conditions of use (“TOU”) before being granted access to a Client Experience, and that a person’s failure to accept the TOU, and/or breach of the TOU, may, in Mytaverse’s sole discretion, result in such person being blocked from accessing a Client Experience. Any breach of the TOUs or the AUP (as defined below) or the TOU by an Authorized User shall be deemed to be a breach by Client of this Agreement.

2.5 Changes to the Mytaverse Technology.

Mytaverse may make updates and improvements ("Updates") to the Mytaverse Technology from time to time. Mytaverse may also modify or delete features and functions of the Mytaverse Technology, and may substitute old features or functions with new features and functions, as may be necessary to meet applicable laws or industry-standard requirements or demands or requirements of third party service providers, or otherwise in its discretion. Client will not be required to accept any such Updates, provided however, that if Client does not accept such Updates all warranties provided by Mytaverse hereunder shall be voided.

2.6 Relationship of Parties.

Mytaverse and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Mytaverse and Client. Neither Mytaverse nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein. Mytaverse and Client agree that, except as otherwise expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. Mytaverse and Client agree that this Agreement is made for the benefit of the Parties and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

2.7 Marketing.

Client authorizes Mytaverse to publicly identify Client as a client and refer to Client by trade name and trademark, and to briefly describe Client's business for marketing purposes. Client may terminate such authorization upon thirty (30) days' prior notice. Mytaverse may also publicly disclose the parties' relationship under this Agreement from time to time, provided that it submits each proposed publication to Client for review and approval. Client shall respond to such request within 30 days, and shall not unreasonably withhold its approval. Thereafter, Mytaverse may publicly disclose the information contained in such approved releases without the need for further approval by Client.

2.8 Non-Solicitation.

The Parties will not knowingly and directly solicit or attempt to solicit for employment or as a consultant any persons employed by the other Party during the term of this Agreement and for one (1) year thereafter. The foregoing restriction does not apply, however, to any general advertisement, online job posting, or other form of broad solicitation that does not directly or indirectly target employees of the other Party, and does not apply to any employee who has been separated from employment with the other Party for at least six (6) consecutive months before the date when the person is first recruited, solicited for hire, or offered employment.

2.9 Severability.

In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties and the remainder of the provisions shall remain in full force and effect. Either Party's failure to insist upon or enforce strict performance of any provision of this Agreement, or delay in doing so, shall not be construed as a waiver of any provision or right.

2.10 Assignment.

Either Party may, upon written notice to the other Party, assign this Agreement to (i) its Affiliate and (ii) any entity as a result of a merger or sale of all or substantially all of the assets or business of such Party relating to this Agreement to such entity provided such entity agrees in writing to be bound by the terms of this Agreement; provided that Client may not assign this Agreement to an entity that is a direct competitor of Mytaverse. This Agreement will be binding on and inure to the benefit of the Parties respective permitted successors and permitted assigns.

3. TERM AND TERMINATION

3.1 Term.

This Agreement shall commence on the Effective Date and continue for the term set forth on the Work Order ("Initial Term"), unless terminated earlier as set forth herein. This Agreement shall automatically renew for additional 12-month renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term") unless either party notifies the other party of non-renewal at least 30 days prior to the end of the then-current Term in which case this Agreement will terminate on the last day of the then current Term.

3.2 Termination for Cause.

Each party may, in addition to exercising its other rights and remedies, terminate this Agreement upon notice to the other party if the other party materially breaches any provision of this Agreement, and, in the case of a breach capable of cure, fails to cure such breach within thirty (30) days of receipt of notice specifying the breach and requiring its remedy. If the breach is not capable of cure, the non-breaching party may terminate this Agreement immediately upon notice. Breaches by Client of Section 2.2 shall be deemed to be breaches incapable of a cure which shall entitle Mytaverse to terminate immediately upon notice, provided, that inadvertent modifications to the source code that are not used for anything beyond the license scope shall not be a breach incapable of cure. Each party may terminate this Agreement if the other party is dissolved or ceases to function as an ongoing business, files a petition for bankruptcy that is not dismissed within 90 days, is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or reorganization statute or proceeding, or if a receiver or trustee is appointed for such party.

3.3 Effect of Termination or Expiration.

Upon termination or expiration of this Agreement: (i) Mytaverse will cease providing the Mytaverse Technology to Client, and Client's and Authorized Users' access to the Mytaverse Technology shall terminate; (ii) all issued passwords will be deactivated; (iii) Client will return to Mytaverse all copies of the Documentation and any other Confidential Information in Client's possession; and (iv) Client will immediately pay all amounts owed. In the event the Agreement is terminated due to a Client's breach in accordance with Section 13.2, all amounts due for the remainder of the Term shall become immediately due and owing. Sections 1, 2.2, 6, 7-11, 12.3 and 13, and Client's payment obligations, will survive termination or expiration of this Agreement, as well as all obligations of the parties that contemplate performance by a party following the termination or expiration of this Agreement.

3.4 Force Majeure.

Except with respect to Client's obligation to make payment, neither Party shall be liable for delays in delivery or performance of its obligations, or for failure to deliver or perform its obligation under this Agreement, due to a cause or circumstance beyond its reasonable control, including, without limitation, an act of nature, act of civil or military authority, act of terrorism, governmental priority, strike or other labor disturbance, flood, fire, explosion, epidemic, pandemic, government order, interruption or delay of third party telecommunications or services, the failure of third party software, or the failure of the Internet.

3.5 Notice

Any notice or other legal or formal communication required or permitted to be given pursuant to this Agreement, shall be in writing and addressed to the address set forth on the first page of this agreement, and shall be deemed delivered (i) if by hand delivery, upon receipt thereof, (ii) if by next day delivery service, upon such delivery, (iii) if by e-mail, upon verified delivery evidenced by return e-mail of the recipient. Such notice will be deemed to have been served as of the date it is delivered. Notices to Mytaverse shall be sent to the attention of Kenneth Landau, CEO (1844 NE 212th Ter, Miami FL, 33179), and notices to Client shall be sent to the attention of the person whose signature appears below.

Choice of Law and Venue. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to conflicts of laws, rules or principles. The application to this Agreement of the United Nations Convention on the International Sale of Goods is excluded in its entirety. Each party irrevocably submits to the exclusive jurisdiction of the Federal and/or State courts in New York, New York, for the purpose of any suit, action or proceeding arising out of this Agreement or the transactions contemplated hereby. Each Party further agrees that service of any process, summons, notice or document by US registered mail to such Party's respective address shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding

sentence. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the foregoing courts and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in and inconvenient forum. Remedies. Except as otherwise expressly set forth herein, all remedies in this Agreement are cumulative and neither the availability nor exercise of any such remedy shall prevent a Party from exercising any other remedy it would otherwise have under this Agreement or by law.

3.6 Attorney's Fees.

Should it become necessary to take any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its actual and reasonable attorney's fees and costs including but not limited to any reasonable attorney's fees associated with obtaining, enforcing or collecting upon any judgment as well as any subsequent appeal.

3.7 Entire Agreement.

This Agreement, together with the Work Order and each Statement of Work, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter, and may not be amended or modified except by the parties' written agreement. Each portion of this Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument. Copies of executed counterparts transmitted by facsimile or electronic means shall be considered original executed counterparts for purposes of this Agreement. Neither the course of conduct between the Parties nor trade practice shall act to modify any provision of this Agreement. The terms and conditions of this Agreement, including all amendments executed pursuant hereto, shall prevail notwithstanding any different or additional terms and conditions of any purchase order or other form of purchase, payment or otherwise submitted by Client to Mytaverse, all of which are hereby rejected. The headings in this Agreement are used for convenience of reference and shall not be deemed to modify or affect the interpretation of this Agreement.

4. WARRANTIES AND REPRESENTATIONS by Service Provider

4.1 Mutual.

Each party represents and warrants that it has the right to enter into this Agreement and that all necessary actions, corporate or otherwise, have been taken by it to authorize the execution and delivery of this Agreement, which constitutes a valid and binding obligation

of such party enforceable against it in accordance with the terms hereof. Each party represents and warrants that neither its execution of this Agreement nor its performance thereof will result in a breach of any contract or other instrument to which such party is a party or by which it is bound.

4.2 By Client.

Client represents and warrants that its use of the Mytaverse Technology shall be in compliance with all applicable law.

4.3 Limited Warranty.

Mytaverse warrants that the Mytaverse Technology will operate in substantial conformance with the Documentation. Mytaverse's sole liability (and Client's exclusive remedy) for breach of this warranty is for Mytaverse to use commercially reasonable efforts to provide an error-correction or work-around that corrects the non-conformity within a reasonable time after such nonconformity is identified and reported by Client to Mytaverse in writing. In addition to the warranty being voided if Client does not accept Updates, this warranty and all Support Services will be voided if the Client make any modifications, even inadvertently, to the Mytaverse Technology source code.

4.4 Disclaimer.

THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THIS SECTION 7 ARE THE ONLY REPRESENTATIONS AND WARRANTIES MADE BY MYTAVERSE CONCERNING SERVICES, INFORMATION, THE MYTAVERSE TECHNOLOGY, INCLUDING THE CLIENT EXPERIENCE, AND ANY OTHER MATTER RELATING TO THIS AGREEMENT. MYTAVERSE HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY CUSTOM OR TRADE USAGE), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. PROPRIETARY RIGHTS

5.1 Mytaverse Technology.

As between the parties, Mytaverse is the sole and exclusive owner of all right, title and interest in and to the Mytaverse Technology (excluding Client Materials included therein), together with all modifications and derivative works thereof, and all intellectual property

rights relating to any of the foregoing. Client shall not, directly or indirectly challenge the validity or ownership of Mytaverse's rights to the Mytaverse Technology. Nothing in this Agreement prohibits Mytaverse from configuring the Mytaverse Technology in a manner that may contain similar or the same elements as a Client Experience provided that such configuration does not use Client Materials. Mytaverse reserves all rights not granted herein, and no implied licenses are granted. Products acquired for use within or for any United States federal agency are provided with "LIMITED RIGHTS" and "RESTRICTED RIGHTS" as defined in DFARS 252.227-7013 and FAR 52.227-19.

5.2 Feedback.

Client hereby assigns to Mytaverse all right, title and interest in and to all feedback, suggestions, ideas, improvements and other comments provided by Client to Mytaverse relating to the Mytaverse Technology (collectively, "Feedback"), and Mytaverse will have the unrestricted right to use and disclose Feedback, without duty or obligation to Client. Client acknowledges that any improvements, modifications and changes arising from or in connection with its contribution to the Mytaverse Technology are the exclusive property of Mytaverse; provided, however, that Mytaverse will not use Client's name in connection with any such use or disclosure.

6. INDEMNIFICATION

6.1 Indemnification by Mytaverse.

Mytaverse shall indemnify, defend and hold harmless Client and its Affiliates, and their respective directors, officers, employees and agents, from and against all third party claims, actions, suits and proceedings (each a "Claim") brought against any of the foregoing persons and entities, and Mytaverse will pay all losses, liabilities, damages, costs, expenses, fines and penalties payable to such third party pursuant to such Claims, to the extent arising from or relating to such third party's allegation that the Mytaverse Technology infringes its United States patent or copyright.

Infringement. If any portion of the Mytaverse Technology, in the opinion of Mytaverse, is likely to or does become the subject of a claim of infringement, Mytaverse may, at its discretion and expense: (i) modify the Mytaverse Technology to be non-infringing without removing any material features or functions thereof without replacement; (ii) obtain for Client a right to continue using the Mytaverse Technology at no additional charge to Customer; or (iii) terminate this Agreement and refund to Customer any prepaid fees paid by Client for such portion of the Mytaverse Technology that cannot be used due to such termination. Mytaverse will have no obligation under Section 12.1 with respect to any claim based upon the combination, operation or use of the Mytaverse Technology with third party technology or materials not provided by Mytaverse. The remedies in Section 11.1 and this Section 11.2 are Client's sole and exclusive remedies and Mytaverse's sole

obligations for intellectual property infringement claims regarding the Mytaverse Technology.

6.2 Indemnification by Client.

Client shall indemnify, defend and hold harmless Mytaverse and its Affiliates, and their respective directors, officers, employees and agents, from and against all Claims brought against any of the foregoing persons and entities, and Client will pay all losses, liabilities, damages, costs, expenses, fines and penalties payable to such third party pursuant to such Claims, to the extent arising from or relating to (a) Client's or Authorized Users' violation of applicable laws; (b) any action brought by an Authorized User against Mytaverse or its Affiliates; and (c) Client's breach of Section 2.2 and/or Section 2.3.

6.3 Process for Indemnification.

The indemnified party shall promptly notify the indemnifying party in writing of any Claim for which it seeks indemnity (but failure to promptly notify shall not excuse the indemnifying party from its indemnification obligations unless such failure materially prejudices the indemnifying party's ability to defend the Claim), and shall permit the indemnifying party to control the defense and settlement of the Claim, and the indemnified party shall cooperate fully in the indemnifying party's efforts, at the indemnifying party's request and expense. The indemnified party may not consent to any settlement or judgment in connection with such Claim for anything other than monetary damages without the indemnifying party's prior consent. The indemnified party may participate in the defense of the Claim with its own counsel at its own expense.

6.4 Effect of Termination or Expiration.

Upon termination or expiration of this Agreement: (i) Mytaverse will cease providing the Mytaverse Technology to Client, and Client's and Authorized Users' access to the Mytaverse Technology shall terminate; (ii) all issued passwords will be deactivated; (iii) Client will return to Mytaverse all copies of the Documentation and any other Confidential Information in Client's possession; and (iv) Client will immediately pay all amounts owed. In the event the Agreement is terminated due to a Client's breach in accordance with Section 13.2, all amounts due for the remainder of the Term shall become immediately due and owing. Sections 1, 2.2, 6, 7-11, 12.3 and 13, and Client's payment obligations, will survive termination or expiration of this Agreement, as well as all obligations of the parties that contemplate performance by a party following the termination or expiration of this Agreement.

7. LIMITATION OF LIABILITY

Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES

OF ANY KIND WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF ANTICIPATED PROFITS, REVENUES, DATA OR BENEFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MYTAVERSE'S TOTAL LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CLIENT TO MYTAVERSE DURING THE TWELVE (12) MONTHS PRECEDING THE CAUSE OF ACTION. Damages resulting from a party's breach of Section 11 (Confidentiality), Client's breach of Section 2.2, and amounts owed by a party pursuant to its indemnification obligations in Section 11, shall not be limited by this Section 7.

8. Disclaimer (if any)

9. GENERAL PROVISIONS

9.1 Privacy.

Client acknowledges that Mytaverse will not have access to any personal data of Client's Authorized Users. Client is solely responsible for providing notice to such Authorized Users and obtaining all legally required consents from such Authorized Users for its and the Cloud Providers use of such data. Client agrees to indemnify Mytaverse for any breach of this Section 9.1.

9.2 Confidentiality.

Treatment of Confidential Information. Each party acknowledges that, in performing its obligations and exercising its rights hereunder, it may acquire the Confidential Information of the other party. Neither party will, directly by itself or indirectly through any agent or employee, disclose the other party's Confidential Information to any third party, or use such Confidential Information for any purpose other than in connection with the performance of its obligations, or the exercise of its rights, hereunder. Each party shall handle the Confidential Information of the other party with at least the same degree of care as it handles its own confidential information of like nature and sensitivity and, in any event, shall take all reasonable steps to preserve the confidentiality of such Confidential Information. Each party may disclose the Confidential Information of the other party only to its employees and agents who need access to such Confidential Information to carry out the terms and intent of this Agreement provided that such persons are bound to maintain the confidentiality and limited use of such Confidential Information under terms no less restrictive than set forth in this Section 10. Each party is liable and responsible for such persons' compliance with the terms of this Agreement.

Exceptions. Notwithstanding Section 10.1, each party may disclose the other party's Confidential Information to the extent required by order of a court of competent jurisdiction, administrative agency or other government body, or by law rule or regulation, provided, however, that to the extent possible, each party shall give the other prior written

notice of such disclosure and assist the other in its efforts to oppose or mitigate such disclosure, at the other party's request and expense.

Remedying Unauthorized Use. A party shall promptly notify the other party if it becomes aware of any unauthorized use or disclosure of any Confidential Information of the other party and, at the other party's request, shall take such action as may be reasonably requested to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the party or any of its employees, subcontractors or agents.

9.3 Force Majeure.

Except with respect to Client's obligation to make payment, neither Party shall be liable for delays in delivery or performance of its obligations, or for failure to deliver or perform its obligation under this Agreement, due to a cause or circumstance beyond its reasonable control, including, without limitation, an act of nature, act of civil or military authority, act of terrorism, governmental priority, strike or other labor disturbance, flood, fire, explosion, epidemic, pandemic, government order, interruption or delay of third party telecommunications or services, the failure of third party software, or the failure of the Internet.

9.4 Relationship of Parties.

Mytaverse and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Mytaverse and Client. Neither Mytaverse nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein. Mytaverse and Client agree that, except as otherwise expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. Mytaverse and Client agree that this Agreement is made for the benefit of the Parties and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

9.5 Marketing.

Client authorizes Mytaverse to publicly identify Client as a client and refer to Client by trade name and trademark, and to briefly describe Client's business for marketing purposes. Client may terminate such authorization upon thirty (30) days' prior notice. Mytaverse may also publicly disclose the parties' relationship under this Agreement from time to time, provided that it submits each proposed publication to Client for review and approval. Client shall respond to such request within 30 days, and shall not unreasonably withhold its approval. Thereafter, Mytaverse may publicly disclose the information contained in such approved releases without the need for further approval by Client.

9.6 Non-Solicitation.

The Parties will not knowingly and directly solicit or attempt to solicit for employment or as a consultant any persons employed by the other Party during the term of this Agreement

and for one (1) year thereafter. The foregoing restriction does not apply, however, to any general advertisement, online job posting, or other form of broad solicitation that does not directly or indirectly target employees of the other Party, and does not apply to any employee who has been separated from employment with the other Party for at least six (6) consecutive months before the date when the person is first recruited, solicited for hire, or offered employment.

Severability.

In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties and the remainder of the provisions shall remain in full force and effect. Either Party's failure to insist upon or enforce strict performance of any provision of this Agreement, or delay in doing so, shall not be construed as a waiver of any provision or right.

Assignment.

Either Party may, upon written notice to the other Party, assign this Agreement to (i) its Affiliate and (ii) any entity as a result of a merger or sale of all or substantially all of the assets or business of such Party relating to this Agreement to such entity provided such entity agrees in writing to be bound by the terms of this Agreement; provided that Client may not assign this Agreement to an entity that is a direct competitor of Mytaverse. This Agreement will be binding on and inure to the benefit of the Parties respective permitted successors and permitted assigns.

9.7 Notice.

Any notice or other legal or formal communication required or permitted to be given pursuant to this Agreement, shall be in writing and addressed to the address set forth on the first page of this agreement, and shall be deemed delivered (i) if by hand delivery, upon receipt thereof, (ii) if by next day delivery service, upon such delivery, (iii) if by e-mail, upon verified delivery evidenced by return e-mail of the recipient. Such notice will be deemed to have been served as of the date it is delivered. Notices to Mytaverse shall be sent to the attention of Kenneth Landau, CEO (19201 NE 20th CT), and notices to Client shall be sent to the attention of the person whose signature appears below.

9.8 Choice of Law and Venue.

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to conflicts of laws, rules or principles. The application to this Agreement of the United Nations Convention on the International Sale of Goods is excluded in its entirety. Each party irrevocably submits to the exclusive jurisdiction of the Federal and/or State courts in New York, New York, for the purpose of any suit, action or proceeding arising out of this Agreement or the transactions contemplated hereby. Each Party further agrees that service of any process, summons, notice or document by US registered mail to such Party's respective address shall be effective service of process for any action, suit or proceeding with respect to any matters to

which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the foregoing courts and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in and inconvenient forum. Remedies. Except as otherwise expressly set forth herein, all remedies in this Agreement are cumulative and neither the availability nor exercise of any such remedy shall prevent a Party from exercising any other remedy it would otherwise have under this Agreement or by law.

9.9 Attorney's Fees.

Should it become necessary to take any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its actual and reasonable attorney's fees and costs including, but not limited to any reasonable attorney's fees associated with obtaining, enforcing or collecting upon any judgment as well as any subsequent appeal.

9.10 Entire Agreement.

This Agreement, together with the Work Order and each Statement of Work, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter, and may not be amended or modified except by the parties' written agreement. Each portion of this Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument. Copies of executed counterparts transmitted by facsimile or electronic means shall be considered original executed counterparts for purposes of this Agreement. Neither the course of conduct between the Parties nor trade practice shall act to modify any provision of this Agreement. The terms and conditions of this Agreement, including all amendments executed pursuant hereto, shall prevail notwithstanding any different or additional terms and conditions of any purchase order or other form of purchase, payment or otherwise submitted by Client to Mytaverse, all of which are hereby rejected. The headings in this Agreement are used for convenience of reference and shall not be deemed to modify or affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SUBSCRIBER:		SERVICE PROVIDER:	
By: _____	Name: Title: Date:	By: _____	Name: Kenneth Landau Title: Chief Executive Officer Date:

EXHIBIT A – Software Specifications

Client shall have access to the iXR Client Experiences including Login, Avatar Customizer, The Hub, Style Studio, A380 Walkthrough, Virtual Classroom, and Virtual CST, per the Design Requirement Documents dated July 2 and July 11, 2023.