Master Subscription and Services Agreement

THIS MASTER SUBSCRIPTION AND SERVICES AGREEMENT (the "Agreement") is made and entered into as of the Effective Date by and between Whizdotai, Inc. ("Whizdotai") and the Client listed on the AWS Marketplace Order.

1. Subscription and Service.

Whizdotai will provide the services set forth in the relevant AWS Marketplace Order (the "Services") in accordance with the schedule for delivery established in the same. However, Client may order additional Services pursuant to an AWS Marketplace Order. Whizdotai grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license to use WhizAI within Pre-Installed Images that WhizAI deploys in AWS for its own internal business operations. "Pre-Installed Image" means a virtual machine image offered by AWS in which WhizAI is pre-installed. Client may use WhizAI only within pre-installed images that WhizAI deploys in AWS. Client has no rights or license in any pre-installed images. Client may not duplicate the WhizAI software, or use the WhizAI software on any other device or system, including but not limited to on-premises computing systems, other virtualized or cloud computing environments, or other AWS virtual machines. Client may also order a subscription for access to Whizdotai's software for various services provided through the software and made available by Whizdotai online via the Client login in Slack, Skype or other supported interfaces designated by Whizdotai, including associated offline components, as described in any Whizdotai user guide (the "Subscription Service") and which "Users" (meaning individuals who are authorized by Client to use the Subscription Service, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by Client (or by Whizdotai at Client's request)). Users may include but are not limited to Client's employees, consultants, contractors and agents, and third parties with which Client transacts business. In addition to that specified in an applicable AWS Marketplace Order, (i) the Subscription Service is purchased as a User subscription and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. Whizdotai shall: (i) provide Whizdotai's basic support for the Subscription Service to Client at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Subscription Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Whizdotai shall give at least eight (8) hours notice via the Subscription Service and which Whizdotai shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Whizdotai's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Whizdotai's employees), Internet service provider failures or delays, or denial of service attacks, (iii) any downtime or delays of any kind to comply with any applicable laws and government regulations, and/or (iv) any unplanned and emergency downtime that Whizdotai determines in its sole discretion, including, but not limited to, any downtime for repairing the Subscription Services and/or fixing any bugs or viruses. Client shall (i) be solely responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, and legality of Client Content and of the means by which Client acquires Client Content, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service, and notify Whizdotai immediately of any such unauthorized access or use, and (iv) use the Subscription Service only in accordance with any Whizdotai user guide for the Subscription Service and applicable laws and government regulations. Client shall not (a) make the Subscription Service available to anyone other than Users, (b) except as otherwise permitted hereunder, sell, resell, rent, distribute, copy, license, and/or lease the Subscription Service, (c) use the Subscription Service to store or transmit infringing, libelous, defamatory, and/or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Subscription Service to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of the Subscription Service or third-party data contained therein, and/or (f) attempt to gain unauthorized access to the Subscription Service or its related systems and/or networks.

2. Fees and Expenses.

In consideration for the Services and/or Subscription Service, Client will pay the fees set forth in the AWS Marketplace Order. Except as otherwise set forth hereunder, all fees hereunder shall be non-cancellable and nonrefundable. The Services are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof during the annual term. Fees will be due on an annual basis and due upon effective date of the AWS Marketplace Order and at the start of any renewal annual term. Outstanding payments not paid by the due date will automatically cause the Services; the Subscription Service and/or any services to be placed on hold or redirected at Whizdotai's sole discretion. Unless otherwise stated, Whizdotai's fees do not include any taxes, levies, duties or similar governmental assessments related to value-added, sales, use or withholding taxes, accessible by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Client is responsible for paying all Taxes associated with Client's purchases hereunder. If Whizdotai has the legal obligation to pay or collect Taxes for which Client is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Client, unless Client provides Whizdotai with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Whizdotai is responsible for taxes assessable against it based on Whizdotai's receipts, revenue, income, property and employees. All fees not paid by the due date are subject to an additional charge of one and a half percent (1.5%) per month or the highest amount allowed by law, whichever is lower. Whizdotai shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, expenses and costs) incurred in attempting to collect payment from Client. Client will reimburse Whizdotai for reasonable and documented expenses (other than collection expenses stated above), but only to the extent that they are reasonable and pre-approved by Client.

3. Intellectual Property.

   (a)   Client Content. In the performance of the Services or Subscription Service, Client may provide information and materials to Whizdotai, including, without limitation, data, text, narrative, images, photos, graphs, videos, designs, logos, client and consumer relationships, strategies, business plans, initiatives, and trademarks (collectively "Client Content"). Client agrees to provide the Client Content as reasonably requested by Whizdotai to provide the Services or Subscription Services. Client's failure to timely provide the Client Content as requested will excuse Whizdotai's failure to perform the Services or Subscription Services upon the Schedule agreed upon by the parties. Client grants to Whizdotai a non-exclusive right and license to use, reproduce, modify, distribute, process and display the Client Content solely as necessary to perform the Subscription Services or the Services. Client Content shall be subject to the confidentiality obligations in Section 10 below. Whizdotai shall maintain administrative, physical, and technical safeguards according to its normal practices and consistent with industry standards for companies of Whizdotai's size and experience for protection of the security, confidentiality and integrity of any Client Content. Whizdotai shall not (a) modify Client Content except in the provision of the Services and/or the Subscription Services as necessary, (b) disclose Client Content except as compelled by law in accordance with Section 10 or as expressly permitted in writing by Client, or (c) access Client Content except to provide the Services and/or Subscription Service or at Client's request in connection with Client support matters. Subject to the limited rights granted by Client hereunder, Whizdotai acquires no right, title or interest from Client or Client's licensors under this Agreement in or to Client Content, including any intellectual property rights therein.

   (b)   Ownership. In the performance of the Services, Whizdotai may create certain deliverables, including designs, samples, analysis, reports and other works of authorship that it makes available to Client (collectively "Deliverables"). Subject to the terms and conditions of this Agreement, Client will own all intellectual property rights in the Deliverables, and all such intellectual property rights will be created as a work made for hire, with the understanding that, as between Whizdotai and Client, any Whizdotai IP (as defined below) contained in any Deliverable will, subject to the license set forth under Sub-section 3(c) below and remain the sole and exclusive property of Whizdotai.

   (c)   Whizdotai IP. "Whizdotai IP" means (a) Business Knowledge and (b) Whizdotai's Confidential Information, methodologies, concepts, techniques, templates and other materials and intellectual property (collectively, "Materials") owned or used by Whizdotai prior to the effective date of this Agreement, or owned, licensed, acquired or used initially by Whizdotai outside the scope of this Agreement, as well as all improvements or enhancements to such Materials. "Business Knowledge" means skills, experience, knowledge, templates and materials (including ideas, concepts, know-how and techniques) that relate to the business of Whizdotai prior to the effective date of this Agreement, outside the scope of this Agreement and/or, with the exception of any Deliverables, created during the engagement of this Agreement by Whizdotai. Notwithstanding anything to the contrary contained in this Agreement or any AWS Marketplace Order, Whizdotai retains and reserves all rights, title and interest in and to the Subscription Services, including all related intellectual property rights contained therein regardless of the time such intellectual property rights

were created and the platform, software, code, and components (the "Underlying Tech") through which the Subscription Services are provided. No rights are granted to Client hereunder other than as expressly set forth herein.

(d) Restrictions on Subscription Service. Client shall not (i) permit any third party to access the Subscription Service except as permitted herein or in an order entered into between Whizdotai and Client, (ii) create derivate works based on the Subscription Service, (iii) copy, frame or mirror any part or content of the Subscription Service, other than copying or framing on Client's own intranets or otherwise for Client's own internal business purposes, (iv) reverse engineer the Subscription Service, or (v) access the Subscription Service in order to (1) build a competitive product or service, (2) copy any features, functions or graphics of the Subscription Service, and/or (3) infringe on the Subscription Service and/or the Underlying Tech.

(e) Client Applications and Code. If Client, a third party acting on Client's behalf, or a User creates applications or program code using the Subscription Service, Client hereby licenses Whizdotai the right to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Whizdotai to provide the Subscription Service in accordance with this Agreement.

(f) Suggestions. Whizdotai shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Subscription Service any suggestions, enhancement requests, recommendations or other feedback provided by Client and Client's Users, relating to the operation of the Subscription Service and/or the Whizdotai Confidential Information.

4. Warranties. Whizdotai represents and warrants that: (i) the Subscription Service will operate in all material respects with the Whizdotai users manuals, (ii) the Services will be performed in a professional and workmanlike manner consistent with industry standards, and (iii) the Subscription Service and Deliverables, to the best of Whizdotai's knowledge, does not infringe any U.S. Patent. Client's sole and exclusive remedy for a breach of the foregoing warranty will be (i) modification of the Subscription Service, or (ii) re-performance of the Services in a manner that is in conformance with the warranty, or in the event that Whizdotai cannot, after the exercise of commercially reasonable efforts so that the Subscription Service or Services are conforming, refund to Client the amounts paid by Client for either the Subscription Service or such nonconforming Services, as appropriate.

5. Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SERVICES AND/OR SUBSCRIPTION SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND WHIZDOTAI DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT OR FROM A COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE.

6. Disclaimer of Indirect Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL WHIZDOTAI BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES.

7. Limitations on Liability. EXCEPT WITH RESPECT TO OBLIGATION OF INDEMNIFICATION HEREUNDER, WHIZDOTAI'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT AND ANY AWS Marketplace Order WILL NOT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY WHIZDOTAI FROM CLIENT, UNDER THE PERTINENT AWS Marketplace Order GIVING RISE TO A CLAIM, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE. WHIZDOTAI SHALL NOT BE LIABLE FOR ANY OF CLIENT CONTENT, NOR THE CONTENTS OF ANY THIRD PARTY DATA, WEB SITES OR WEB PAGES.

8.   Indemnification.

(a)   Whizdotai Indemnity. Whizdotai will indemnify, defend and hold Client harmless from and against any and all losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs, (collectively "Losses") arising out of any third party claim alleging that the Subscription Service or any Service infringes any United States copyright, patent or trade secret This section will not apply if the alleged claim arises from any unauthorized use or modification of any Service and/or the Subscription Service by Client.

(b)   Client Indemnity. Client will indemnify, defend and hold harmless Whizdotai from and against any and all Losses arising out of any third party claim arising out of (i) use or modification of any Client Content.

(c)　Indemnification Process. The foregoing indemnification obligations are conditioned on the indemnified party: (i) notifying the indemnifying party promptly in writing of such action, (ii) reasonably cooperating and assisting in such defense and (iii) giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party, without consent

(d)　Infringement. If the Subscription Service or any Deliverable is, or in Whizdotai's opinion, is likely to become, the subject of any infringement-related claim, then Whizdotai will, at its expense and in its discretion: (a) procure for Client the right to continue using the Deliverable and/or the Subscription Service; (b) replace or modify the Deliverable and/or the Subscription Service so that it becomes non-infringing or (c) terminate any license in the Deliverable and/or the Subscription Service and give Client a refund for any fee paid for such infringing Deliverable and/or the Subscription Service. THE PROVISIONS OF THIS SECTION STATE WHIZDOTAI'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDIES FOR ANY CLAIM THAT ANY DELIVERABLE INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT.

9.　Term and Termination.

(a)　Term. This Agreement will be in effect for the period that any AWS Marketplace Order is in effect With respect to any Subscription Service, this Agreement commences on the date Client executes the AWS Marketplace Order and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. User subscriptions purchased by Client under the Subscription Service commence on the start date specified in the applicable AWS Marketplace Order and continue for the subscription term specified therein.

(b)　Termination for Convenience. Either party may terminate any AWS Marketplace Order without cause upon no less than 30 days written notice. However, if Client terminates without cause, then Client will pay Whizdotai for the remainder of the fees otherwise due for the Term.

(c)　Termination for Material Breach. Either party will have the right to terminate this Agreement in the event that the other party fails to cure a material breach of the Agreement within 45 days of any written notice of such breach.

(d)　Survival. The provisions of this Agreement that by their nature should survive termination will survive termination, including Section 2, 3 and 5 through 14.

(e)　Effect of Termination. Upon any termination for any reason, Client shall pay any unpaid fees covering the remainder of the term of all orders after the effective date of termination. In no event shall any termination relieve either party of the obligation to pay any amounts owed under this Agreement. Upon request by Client made within 30 days after the effective date of termination of a Subscription Service subscription, Whizdotai will make available to Client for download a file of Client Content. After such 30-day period, Whizdotai shall have no obligation to maintain or provide any of Client's Client Content and Whizdotai shall delete all of Client Content in Whizdotai systems or otherwise in Whizdotai's possession or under Whizdotai's control, except if specifically directed otherwise by a governmental authority.

10.　Confidentiality.

(a) "Confidential Information" means Whizdotai IP, the Subscription Service, Client Content and any proprietary information, trade secrets, release dates, strategy, roadmaps, marketing, finances or other business information (and including the terms of this Agreement) disclosed by one party to the other either directly or indirectly in writing, orally or by designs or drawings. Confidential Information does not include information which (i) is known to the recipient at the time of disclosure; (ii) has become publicly known and made generally available through no wrongful act of the recipient or (iii) has been rightfully received by recipient from a third party authorized to make the disclosure.

(b) Except as otherwise provided herein, the recipient will not use the Confidential Information of the disclosing party for any purpose whatsoever (other than its performance under this Agreement). Further recipient will protect the Confidential Information from disclosure to third parties using the same manner of protection that it uses to protect its Confidential Information of a like nature, but in no event less than reasonable care. Each recipient may disclose Confidential Information pursuant to a valid order of any governmental authority, provided that the recipient has given the disclosing party prompt notice prior to making such disclosure so that the recipient may seek a protective order or other appropriate remedy. Except as otherwise authorized by the disclosing party in writing, the recipient will limit access to Confidential Information of the disclosing party only to those of its and its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the recipient containing protections no less stringent than those herein for the protection of Confidential Information. The recipient shall be responsible for any use or disclosure of Confidential Information by any of its employees, contractors and/or agents. Neither party shall disclose the terms of this Agreement or any Statements of Work to any third party other than its legal counsel and accountants without the other party's prior written consent; provided, however, that

Client may disclose the terms of this Agreement or any AWS Marketplace Order to any of its clients that will benefit from Services under this Agreement, provided that any such clients are subject to duties of confidentiality for the protection of Confidential Information.

11.   Independent Contractors. It is the express intention of the parties that Whizdotai is an independent contractor and nothing in this Agreement will in any way be construed to make Whizdotai or any Whizdotai contributor an agent or employee of Client. Whizdotai will furnish all tools and materials necessary to perform the Services, and will incur all expenses associated with performance, except as expressly provided in this Agreement. Whizdotai is required to pay all employment, income and other taxes and to compensate each Whizdotai contributor.

12.   Non-Solicitation. Neither party will during the term of this Agreement, or for a period of twelve months following termination, solicit any of the other's staff who have been employed or engaged in the performance of this Agreement or the receipt of services under this Agreement. "Solicit" means the soliciting of such person with a view to engaging such person as an employee, director, sub-contractor or independent contractor but does not include the placement of a general advertisement for recruitment.

13.   Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of New Jersey without regard to the principles of conflicts of law.

14.   Miscellaneous. This Agreement is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties. Neither party may assign or transfer this Agreement or any of its rights or obligations hereunder without the prior, written approval of the other party, except that either party may assign or transfer this Agreement to any subsidiary or affiliated company or by merger, or acquisition or in connection with a sale of all or substantially all of its assets. Any notice must be addressed to a party at the address shown above or such other address as either party may notify the other of and will be deemed given upon delivery if personally delivered, or 48 hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

15.   Export Compliance. The Subscription Service, other technology Whizdotai makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Client shall not permit Users to access or use the Subscription Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.