SocialMiningAi
MASTER SERVICES AGREEMENT

This Master Services Agreement constitutes an agreement governing the use of the Service (defined below) provided by SocialMiningAi, Inc., a Delaware corporation ("Company"), to the organization identified in the applicable Order Form ("Customer"). The terms of each Order Form (defined below) are incorporated herein such that the Master Services Agreement and each Order Form should be construed as a single agreement (together the "Agreement"). References to the "Services" means the expertise, advice, guidance, recommendations, labor, supervision, deliverables, goods, materials, Software, systems and any other assistance or service necessary to complete or provide the Software, work and project(s) described in the applicable Order Form. "Software" means the software provided to Customer, as defined in this Agreement and as listed in the Order Form. Company and Customer are each sometimes referred to herein as a "party."

1. **SUBSCRIPTION.** Access to the Service is purchased on a subscription basis by a written order form describing the Service to be provided and signed by both parties, or in another manner agreed by the parties (in each case, an "Order Form"). Subject to Customer's compliance with this Agreement, including the payment of all fees, Company hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except as provided herein) license, during the Term (defined below), to access and use the Service solely for Customer's internal business purposes and in accordance with any Service documentation or product feature descriptions made available to Customer by Company in tangible or electronic format.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1. 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 or any Software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2. Further, Customer may not 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. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. 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 believes may be (or alleged to be) in violation of the foregoing.

2.4. 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 account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.5. Customer acknowledges that Company does not monitor the content of communications or data of Customer or its users uploaded in or transmitted through the Servicers, and that Company will not be responsible for the content of any such communications or transmissions. Customer must use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations, including without limitation the US CAN-SPAM Act of 2003, 15 U.S.C. 7701, any other national, state or local restrictions on the use of email, the Telephone Consumer Protection Act of 1991, as well as all other local, state, federal or national law which govern the use of, sending or receiving text messages. Further, Customer must at all times comply with the terms of 18 U.S.C. § 2721, and other applicable state and federal laws, as may be amended from time to time, regarding the authorized use and disclosure of "personal information" and "highly restricted personal information" (as defined in 18 U.S.C § 2725) or in other applicable laws and regulations. Customer agrees not to post on any applicable Servcies any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law (including, without limitation, the laws and regulations governing consumer protection and privacy, export control, unfair competition, text messaging, or false advertising). Customer further agrees not to use the Services to solicit users to join or to procure products or services competitive to the Services. Company reserves the right to delete, move or edit any Customer content that it may reasonably determine, in its sole discretion, violates the Agreement or is otherwise inappropriate for posting. Customer agrees to defend, indemnify, and hold harmless Company and any of its subsidiaries, affiliates, suppliers, and their directors, officers, agents or employees against any and all liability associated with Customer's or its users' breach of this section. The references above that specify U.S. laws and regulations are intended to govern U.S. customers only; however, this does not exclude non-U.S. customers from obligations under their own national, provincial, state or local laws that address like-kind issues.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1. 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 Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). 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 divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof (excepting trade secrets) or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2. Customer shall own all right, title and interest in and to the Customer Data. Customer agrees that Company is an "authorized integrator" (or words of similar import) under applicable law. Customer grants Company a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display Customer Data to the extent necessary to perform its obligations, including, but not limited to, developing, modifying, improving, supporting, customizing, and operating the Services. Company may use, copy, transmit, index, model, and aggregate (including with other customers' data) Customer Data for the purpose of (1) developing, improving or customizing the Services, and (2) publishing, displaying, and distributing anonymous information (i.e., information where Customer or its customers are not capable of being identified) derived from Customer Data.

3.3. Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services

and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de- identified form in connection with its business.

3.4. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with implementation Services or support, and (c) all intellectual property rights related to any of the foregoing. Notwithstanding anything to the contrary, no rights or licenses are granted except as expressly set forth herein.

3.5. Company will have no obligation to provide Customer with access to the Customer Data if Customer is in breach of any of its obligations under the Agreement, including its payment obligations. Otherwise, Company may delete all Customer Data in its systems. Requests for Customer Data downloads at any other time will be subject to Company's reasonable discretion and additional fees.

4. PAYMENT OF FEES

4.1. Upon signing an Order Form, Customer will be required to pay any set-up fees, one-time fees and last month's fees for the Services listed in that Order Form. Company will not have any obligation to commence set-up for any Services for which Customer owes and has not paid such fees.

4.2. Company bills in advance for Services and all fees are due upon receipt of the applicable Company invoice. Subscription fees are due monthly. Company's billing cycle follows the calendar month. In its discretion, Company may pro-rate the first month's fee. Recurring payments are due on the first day of a calendar month. After 30 days, interest will accrue on past due balances at the lesser of 1.5% per month or the highest rate allowed by law. Customer shall reimburse Company for any expenses incurred, including interest and reasonable attorneys' fees, in collecting amounts due Company hereunder that are not under good faith dispute by Customer.

4.3. Unless otherwise agreed on an Order Form, once per year and upon 30 days' prior written notice, Company may increase the monthly fees for any Services in any Order Form, or any other agreement that licenses the Services. Upon Customer's written request, Company will provide documentation related to any increase. Company may increase integration fees or any other third-party component fees included in Company's Servicers in any Order Form at any time upon 30 days' written notice.

4.4. Customer is responsible for payment of all taxes (excluding those on Company's net income) relating to the provision of the Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to Company to evidence Customer's tax exemption status is provided by Customer to Company's prior to the delivery of Services.

4.5. All dollar amounts referenced on an Order Form reflect the cash price for the stated use of the Services. If Customer elects to pay via credit card, Customer will pay the non-cash price and will need to complete a separate form with Company authorizing the use of Customer's credit card to pay the agreed non-cash amounts.

5. TERM AND TERMINATION

5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least sixty (60) days prior to the end of the then-current Term. This Agreement shall terminate when all Order Forms have terminated.

5.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. Requests for Customer Data downloads at any other time will be subject to Company's reasonable discretion and additional fees. Company will have no

obligation to provide Customer with access to the Customer Data if Customer is in breach of any of its obligations under the Agreement, including its payment obligations.

6. **WARRANTY AND DISCLAIMER.** Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the implementation Services in a professional and workmanlike manner. 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, INCLUDING, WITHOUT LIMITATION ANY DATA PROVIDED BY COMPANY THROUGH THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.

7. **INDEMNITY.** Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO 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 BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) 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.**

9.1. Compliance by Customer. Without prejudice to Company audit rights pursuant to this section, upon Company's request Customer will document and certify that its' use of the Services is in full conformity with the use rights granted under the Agreement. During the term of any Order Form and for a period of one year following its termination or cancellation, Customer must maintain and make available to Company,

upon ten (10) days' written notice, records sufficient to permit Company or Company's independent auditor to verify Customer's compliance with the Agreement. Customer agrees to provide access to personnel, systems, and information in a timely manner as requested by Company to complete the compliance verification. If the audit reveals Customer is not in compliance with the Agreement, Customer agrees to reimburse Company's reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor), and Customer will promptly cure any noncompliance, including, without limitation, payment of all Services fees accrued during the period of noncompliance. The rights and remedies provided in this section are in addition to any other rights Company may have at law or equity or under the Agreement.

9.2. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

9.3. Assignment. Neither party may assign or otherwise transfer this Agreement or any rights or obligations hereunder without the written consent of the other party, except that either party may, without such consent, assign or transfer this Agreement to a purchaser of all or substantially all of its assets or to a successor organization by merger, consolidation, change of control, conversion or otherwise. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

9.4. Entire Agreement and Modifications. Each party acknowledges that it has read the Agreement and agrees that the Agreement is the complete and exclusive statement of the parties and supersedes and merges all prior proposals understandings and agreements, oral or written. No modification, amendment or supplement to the Agreement or an Order Form will be binding upon the parties hereto unless made in writing and duly signed by the authorized representatives of both parties.

9.5. Choice of Law. The Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of law. Venue for any litigation will be in the courts of appropriate jurisdiction in San Antonio, Texas. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney fees.

9.6. Severability Waiver. In the event any provision hereof is deemed invalid or unenforceable by any court or governmental agency of competent jurisdiction, such provision will be deemed severed from the Agreement and all remaining provisions will be afforded full force and effect as if such severed provision had never been a provision hereof. No consent or waiver, express or implied, by any party to or of any breach by the other in the performance by the other of its obligations hereunder will be deemed or construed to be a consent or waiver to or of any other breach in the performance by such other party of the same or any other obligation of such party hereunder.

9.7. Dispute Resolution. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by confidential negotiations between persons who have authority to settle the controversy. All such negotiations shall be treated as compromise and settlement negotiations for purposes of the relevant rules of evidence. If the parties cannot reach an amicable resolution through this process within 20 business days, the parties may, if mutually agreeable, attempt to settle the dispute by mediation to take place in San Antonio, Texas, at the JAMS Dallas Resolution Center. Any costs associated with mediation other than a monetary settlement shall be shared equally by the parties.

9.8. Non-solicitation. To the maximum extent permitted by law, during the term of any Order Form and for 12 months thereafter, neither Customer nor Company will knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of the Agreement.

9.9. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of the Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes a) beyond the reasonable control of a party, b) not reasonably foreseeable by

a party, and c) not a result of any negligence of a party seeking protection under this provision.

9.10. With the exception of cancellation notices by Customer which must be sent by email to Company, any notice required or permitted under the Agreement or required by law must be in writing and must sent by first class registered mail or by an internationally recognized overnight air courier, in each case properly posted and fully prepaid to the contact person and address set forth in the signature block of the Order Form. Notices will be considered to have been given two business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service. Either party may change its contact person and address for notices by means of notice to the other party given in accordance with this section.