

BRANDLOCK MSA OVERVIEW

<p>Services: <i>BrandLock is a Customer Journey Optimization Suite that improves conversion by targeting selective groups of shoppers. The different kinds of services in the suite are individually and collectively referred to as, “Service(s)”.</i></p>	
<p>Term:</p> <ul style="list-style-type: none"> ● Month to month contract, with services commencing on a mutually agreed date (“Commencement”), subject to the terms of the Test & Review Period ● “Initial Service Term” is from Commencement to the end of the Test & Review Period <p>Termination</p> <ul style="list-style-type: none"> ● Customer may terminate at any time during the test and before billing starts, if customer determines revenue delivered by Brandlock is insufficient to warrant continued service. ● Once billing starts, Customer may terminate, without cause, at any time with 30 days notice. 	<p>Service Fees:</p> <ul style="list-style-type: none"> ● All Brandlock Services are free of charge until completion of an initial Listening Phase, Test Phase, and Review Phase (“Test & Review Period”), per Brandlock service(s), as outlined in Exhibit A. ● Should the customer opt to continue any Brandlock Service(s) beyond the Test & Review Period, the following fees based on the pricing menu listed would be applicable. Pricing list is found in your dashboard and available for review ● Fees are charged PER Domain/Site deployed. <p>Payment Methods:</p> <ul style="list-style-type: none"> ● Credit Card, ACH, EFT, and Wire transfer.

BRANDLOCK MSA “SAAS SERVICES AGREEMENT”

This SaaS Services Agreement (“Agreement”) is between Brandlock FZE LLC (D.B.A Brandlock) with a place of business at Ajman Media Freezone, B-1102-17 Grand Tower, Ajman, UAE. (“Company”), and you and will be referred to the as “Customer” henceforth. This Agreement includes and incorporates the above price menu listed in your dashboard, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar purchase-order type form even if signed by the parties after the Effective Date. By agreeing these terms and conditions you acknowledge that you empowered to represent your company in illegally binding agreement

Terms & Conditions

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will provide Customer the Services in accordance with prevailing industry standard practices and the specific terms of Agreement. Company shall conduct itself and perform all Services in a good and professional-like manner, in accordance with all applicable federal, state and local laws, rules, codes, and regulations. As part of the registration process, Customer will identify an administrative user name and password for Customer’s Company account. Subject to providing written notice to Customer, Company

reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company’s standard practice, which shall be no less than prevailing industry standard practices and the specific terms of this Agreement.

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 (“Software”); 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 time sharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Protection script that is distributed or provided to Customer for use on Customer digital sites or devices, Company hereby grants Customer and Customer’s Affiliates a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services. “Affiliate” shall mean an entity that controls, is controlled by or under common control or ownership with the Customer.

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 252.2277014(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 {Intentionally Omitted}

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.

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 business, technical, and financial data provided by Customer to Company including 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 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 rights, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. 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 Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information (other than Customer Data which is specifically excluded) relating to the provision, use and performance of various aspects of the Services and related systems and technologies, 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, provided that such disclosure requires that the receiving party shall not

attempt or allow another party to disaggregate the data. No rights or licenses to any such data and information are granted except as expressly set forth herein. (iii) Company must get prior written approval from Customer, in the event Company seeks to disclose the business relationship or use any form of Customer logo or other identifying information.

3.4 Company shall maintain an information security and disaster recovery program with respect to the Service that includes industry-standard and reasonable administrative, technical and physical safeguards with respect to Customer Data used in conjunction with the Service that is reasonably designed to: 1) ensure the security and confidentiality of Customer Data; 2) protect against anticipated threats or hazards to the security or integrity of such Customer Data; 3) protect against unauthorized access to or use of such Customer Data that could result in substantial harm or inconvenience to Customer; and 4) dispose of such Customer Data in a secure manner.

3.5 Company shall notify Customer in writing (which may be by electronic means) as soon as possible and without unreasonable delay, after Company has either actual or constructive knowledge of an unauthorized access, disclosure, intrusion, or security breach (a "Security Incident") to any Customer Data or of Company's system that affects Customer Data. Notification may be delayed as required by law enforcement to prevent any impediment(s) to its investigation of the Security Incident. Company shall have actual or constructive knowledge of a Security Incident if Company actually knows there has been a Security Incident or if Company has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that a Security Incident has occurred. Company shall cooperate with law enforcement in accordance with applicable law; provided, however, that such cooperation shall not result in or cause an undue delay to remediation of the Security Incident. Company shall promptly take appropriate action, including cooperation with Customer and its Affiliates, to mitigate such risk or potential problem at Company's own expense. In the event of a Security Incident, Company shall, at its sole cost and expense, fully restore the Customer Data, if such Customer Data shall have been damaged, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable. Company shall destroy in a secure manner all Customer Data (including copies) within 6 months after termination of this Agreement.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Pricing menu for the Services in accordance with the pricing set forth on Exhibit A attached hereto. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email); provided that no such increase shall exceed five percent (5%) of the prior year's Fees. If Customer believes that Company has billed Customer incorrectly, Customer will use reasonable efforts to contact Company no later than 60 days after Customer first learned of such error or problem, in order to receive an adjustment or credit. Inquiries should be directed to the Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. 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 actual reasonable expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on the Company's net income.

5. TERM AND TERMINATION

5.1 This Agreement is for the Initial Service Term as specified in the Pricing menu, and each month thereafter until terminated as provided herein (collectively, the "Term").

5.2 Termination for convenience - Customer may terminate this Agreement and the Services, without cause, at any time with 30 days notice.

5.3 Termination for material breach- 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. 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, indemnification obligations, and limitations of liability.

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 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. Company shall provide the service level commitments set forth in the service level agreement attached hereto as Exhibit C. 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 AND 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 indemnify and hold Customer (including its owners, directors, officers, managers, employees, agents, and Affiliates) harmless from all kinds of liability, losses, and costs arising out of or related to claims (actual and alleged) by third parties that claim infringement by the Service(s) of any United States patent or any copyright or misappropriation of any trade secret. Customer will provide Company 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 to the extent that 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 (other than by the Company or with Company's consent) after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination and such combination was not in accordance with Service specifications provided by the Company, (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 OR FOR INDEMNITY OBLIGATIONS UNDER SECTION 7 OR FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 3, NEITHER COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS) NOR CUSTOMER, OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, MANAGERS, AGENTS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL 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 6 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT A PARTY 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 is not assignable, transferable or sub licensable by either party except with the other party's prior written consent; provided that either party may transfer and assign all of its rights and obligations under this Agreement without consent of the other party to a successor in interest of all or substantially all of the assets of such assigning party in connection with a sale by the assigning party of such assets (whether by asset sale, merger or otherwise). This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind the Company 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; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by email to the email address provided for each party in the signature block above. This Agreement shall be governed by the laws of the State of New Jersey without regard to its conflict of laws provisions

EXHIBIT A
SERVICE DESCRIPTION

BrandLock is a customer journey optimization suite that helps brands improve revenue. With a 5-min setup, brands now have the power of advanced machine learning-based solutions, allowing them to identify & target previously low converting shopper groups.

The service includes the following elements: a java script to be included on customer website(s), and a cookie that randomly parses customer traffic/users into either a Protection Group or Control Group; collectively these items constitute (the “Service(s)”).

To leverage the Brandlock Service, customer will deploy Brandlock’s JavaScript onto the customer’s website. (by dropping our JS into Google Tag Manager)

The Brandlock JavaScript then identifies and engages the desired shopper group (Per Exhibit A). In the case of Adware Shoppers, Brandlock disables adware & malicious scripts being injected onto the page via the end consumers’ web browser. The malware in this case resides on the end consumers’ device and is intended to alter the way the web page is displayed, often by injecting ads, coupons, competitively priced products, and/or extra data fields meant to re-direct the end consumer to other websites an/or capture personally identifiable information of the end consumer. In the case of Wrong Coupon or Hesitant Shoppers, we’re using AI & machine learning to target these groups and make an offer, based on their actions/behavior, which improves conversion.

The Brandlock service is designed to increase online revenue by improving the customer journey & experience, one small group of shoppers at a time.

The Model:

1. Test any Brandlock Service for 60 days, for FREE.
2. FREE Period = Listening Phase (initial 15 days) + Test Phase(30 days) + Review Phase (15 days)
3. Billing Period/Ramp = Following the test & review periods, should customer continue, the desired service(s) fees, per Pricing menu) would become applicable & billable.

Listening Phase (15 days)

1. Once the Brandlock JS is installed & QA is complete, Brandlock will “Listen” for 15 days.
2. Listening Phase Report
 - a. Shared with client at end of the 15 days
 - b. Report outlines % of shoppers which could be targeted by Brandlock’s service, along with screenshots of their current journey, what extensions, or adware they saw, etc.
3. Client then selects which Brandlock service(s) they would like to test.

Test Phase (30 days)

4. Test Period BEGINS with the start of 50/50 test.
 - a. Traffic parsed into (2) random groups:
 - i. Brandlock OFF
 - ii. Brandlock ON
 - b. Test Group = Brandlock “ON”. ONLY this group will Brandlock be firing per the Brandlock Service(s) being test. Brandlock OFF = control group. No action taken. Brandlock is OFF.

5. Test Period ENDS when a minimum of 30 days has passed. (or customer opts to terminate early.)

Review Phase (15 days)

1. Upon END of the 30-day Test Phase Brandlock will provide a summary report.
2. Brandlock will also have a review meeting with Customers during the 15-day Review Phase, recapping all results via an open Q&A session.
3. During this period, customers may opt out and/or terminate this agreement in it's entirety with no financial obligation to Brandlock for the 30-day test and/or select individual services to keep running.

Billing Period / Ramp

1. Following the conclusion of the 15-day Review Phase:
 - a. Monthly Billing would then commence for each of the services tested during the 30-day test. (unless Customer has expressly opted out of all services and/or individual services, per Schedule A.)
 - b. Ramp - Brandlock will increase the traffic split from 50/50 (test level) to 100% to ensure maximum revenue recovered under each service.
2. Once billing starts, customers may terminate, without cause, at any time with 30 days notice.
3. All services are meant to be a la cart. Customer may turn them ON/OFF, as desired.
4. All services are not initially tested by Customer are offered with the same 30-day Free Test Period and can be activated at any time.
5. Customers Google Analytics will be system of record to record all results
6. Google Analytics will leverage a standard event trigger to record sessions where Brandlock fired And the user clicked Apply (took action) resulting in a completed order.
7. The traffic split applied to Brandlock Services can be split as desired by the customer. Customers may move from 100%, back to 50/50 or 90/10 split tests at any point in time.

EXHIBIT B

SUPPORT & SERVICE LEVEL COMMITMENT

1. Service Commitment: 99.99% Uptime

Company will use commercially reasonable efforts to keep Services running and available with a Monthly Uptime Percentage of at least 99.99% during any monthly billing cycle (the “Service Commitment”).

2. Definitions

“Maintenance” means scheduled Unavailability of the Services, as announced by us prior to the Services becoming Unavailable.

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion Service Commitments and Service Credits

3. SLA Exclusions

The Service Commitment does not apply to any Unavailability:

- That results from a suspension, as described in the Terms;
- Caused by factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the company network;
- That results from any actions or inactions of you or any third party;
- That results from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);
- That results from any Maintenance. If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

4. Support Contact

Tech@BrandLock.io

Support Business Hours

Normal Company business hours are 8am-6pm Eastern.

5. Monitoring

Company systems are continuously monitored by automated systems and health checks. In the event of any issue that adversely affects the performance, security, reliability, or integrity of the Services, we will receive notification and respond immediately.

Type	Customer’s Situation	Response Time
Severity A	Critical business impact	8 hours
Severity B	Moderate business impact	12 hours
Severity C	Minimum business impact	24 hours

Type	Customer's Situation	Definition	Expected Customer Response
Severity A	Critical business impact	Customer's business has significant loss or degradation of services, and requires immediate attention.	When the customer issue is identified as Severity A, the customer confirms that the issue has critical business impact, with severe loss and degradation of services. The issue demands an immediate response, and the customer commits to continuous, 24x7 operation, every day with the Company team until resolution, otherwise, Company may at its discretion decrease the Severity to level B. The customer also ensures that company has their accurate contact information.
Severity B	Moderate business impact	Customer's business has moderate loss or degradation of services, but work can reasonably continue in an impaired manner	When the customer issue is identified as Severity B, the customer confirms that the issue has moderate impact to their business with loss and degradation of services, but workarounds enable reasonable, albeit temporary, business continuity. The issue demands an urgent response. If the customer chooses 24x7 when submitting the support request, the customer commits to a continuous, 24x7 operation, every day with the company team until resolution, otherwise, company may at its discretion decrease the severity to level C. If the customer chooses business hours support when the customer submits a Severity B incident, company will contact the customer during business hours only. The customer also ensures that company has their accurate contact information.
Severity C	Minimum business impact	Customer's business is functioning with minor impediments of services.	When the customer issue is identified as Severity C, the customer confirms that the issue has minimum impact to their business with minor impediment of service. For a Severity C incident, company will contact the customer during business hours only. The customer also ensures that Company has their accurate contact information.