QUORTEX MASTER SUBSCRIPTION SERVICES AGREEMENT

This Quortex Master Subscription Services Agreement (the "**Agreement**") by and between Synamedia Vividtec Holdings, Inc., a corporation having a place of business at 1715 North Brown Road, Building B, Suite 200, Lawrenceville, Georgia, 30043 USA ("**Quortex**") and customer ("**Customer**") identified in an Order or as written below.

The terms of this Agreement together with the applicable Order shall apply to and govern all purchases by Customer of the Subscription Service. In the event of a conflict, the terms of this Agreement shall prevail. This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Except as set forth herein, the terms of this Agreement may only be modified by a written document executed by the parties hereto.

1.0 DEFINITIONS. All capitalized terms not defined herein shall have the meaning ascribed in Section 12 (Glossary of Terms).

2.0 SCOPE.

2.1 This Agreement governs the provision of Quortex's software-as-a-service ("**SaaS**") offerings, including the operation of such service under defined deployment models as set forth in an Order. Each Subscription Service is described in an attachment, online on the Quortex portal or an Order. Quortex may offer additional professional support services which shall be governed by the terms of a separate statement of work executed by the Parties. Affiliates of Customer are, subject to Quortex's prior written approval, authorized to purchase the Subscription Service subject to the terms of this Agreement and Customer hereby agrees to be responsible for the acts or omissions of Affiliate, including the obligation to make payment.

2.2 Service Scope. The scope of each Subscription Service is limited to the services expressly operated by Quortex under the applicable SaaS model, deployment architecture, and applicable support service level as set forth in an Order.

3.0 ORDERS. Customer may purchase the Subscription Service by either: (i) submitting a purchase order and executing an Order or other similar documentation Customer and Quortex may agree upon in writing; or (ii) electronically clicking an "Accept" button on the Quortex portal. By clicking "Accept" or using any Subscription Service, the Customer (including any Authorized User) affirms that it has read and accepts this Agreement. Quortex will create an account based on the information provided in the Order.

4.0 USAGE RIGHTS.

4.1 Subject to Customer's compliance with Section 5 of this Agreement, Quortex grants Customer, its Authorized Users and its Affiliates a limited worldwide, non-exclusive, non-transferable, nonsublicensable right and license to access and use the Subscription Service and documentation for the Customer's business in accordance with the terms of this Agreement and the applicable Order, for the Subscription Term.

4.2 Access and use of the Subscription Service by Customer, its Authorized Users and its Affiliates will be Customer's sole responsibility. Customer is responsible to assess the suitability of each Subscription Service for Customer's intended use and Customer acknowledges that the Subscription Service meets the Customer's requirements by its use of such service.

4.3 Quortex reserves the right to monitor the use of the Subscription Service by Customer, Authorized Users and Affiliates to ensure compliance with the terms of this Agreement.

5.0 PRICE AND PAYMENT TERMS.

5.1 Fees. Quortex will charge Customer and/or Affiliate all Fees described in an Order or as specified on the Quortex portal.

5.2 Payment. Quortex will issue invoices to Customer for Fees due and payable on an annual and/or monthly basis as set forth in the Order, and Customer and/or Affiliate will pay each invoice within thirty (30) days of the invoice date. All Fees will be payable in accordance with the Order. Unless Quortex and Customer agree otherwise in an Order, all Fees, expenses, costs and payments will be stated and made in United States Dollars. If for any reason Quortex cannot collect or process Customer's payment due to Customer's failure to provide Quortex with accurate billing or other necessary information, Customer agrees to pay Quortex's costs of collection, including all reasonable attorneys' fees and expenses. Quortex may charge interest on overdue Fees at the lesser of 1.5% per month or the maximum rate permitted by law if Quortex does not receive Customer's overdue payment within ten (10) business days from the date of Quortex's written notice to Customer about the overdue payment.

5.3 Taxes. All Fees are exclusive of any customs or other duty, tax and similar levies imposed by any authority on Customer's purchase of the Subscription Service and Customer shall pay or reimburse Quortex for all such levies and taxes that Quortex is required by law or regulation to collect on the Subscription Service. If Customer is required to pay or withhold any taxes in respect of any Fees Customer shall gross up payments actually made, such that Quortex shall receive sums due hereunder in full and free of any deduction for any such taxes.

6.0 TERM AND TERMINATION.

6.1 Term of Agreement. This Agreement commences on the earlier of: (i) the Order Effective Date (or Customer's initial Order in the case of multiple Orders under this Agreement); or (ii) the date the Customer accepts the terms of the Agreement on the Quortex portal and shall continue until the Agreement is terminated in accordance with the termination provisions herein. The Customer may stop using the Subscription Service and terminate this Agreement upon thirty (30) day prior written notice to Quortex and such termination shall be effective on the first day of the calendar month following the thirty (30) day notice period; provided, however, Customer is still obligated to pay the Fees or the Minimum Subscription Fee(s), where applicable, for the remainder of the Subscription Term as set forth in an Order. Any early termination by Customer of any Subscription Service shall not excuse Customer's compliance with any Subscription Service obligations and/or commitments agreed to by the parties in an Order or a Quortex quote and Customer shall continue to be bound by such terms.

6.2 Customer Subscription Services Commitment. An Order shall specify the Customer Subscription Services Commitment where applicable. The Customer Subscription Services Commitment may set out a minimum duration Customer is obligated to purchase the Subscription Services, or the Minimum Subscription Fee(s) Customer is obligated to pay during the Subscription Term. Customer's Subscription Service will be automatically renewed at the end of the Subscription Term pursuant to the same Subscription Service terms of the expiring Order unless either party provides the other party with at least one (1) calendar month written notice of its intention not to renew the Subscription Service. For example, notice sent on or before March 31 will terminate the Subscription Service as of May 1. Fees for any such renewal shall be the then-current Subscription Fee at the end of the Subscription Term unless otherwise specified in an Order. Where the Subscription Service is not renewed pursuant to the same terms, Quortex's standard non-discounted Subscription Fees as set forth on the Quortex website shall apply.

6.3 Suspension and Termination.
a. Suspension of the Subscription Service. Quortex may immediately suspend, revoke or limit Customer's, its Affiliates or its Authorized User's access to, or use of, the Subscription Service if Quortex determines, in its sole discretion, that there is a material breach of Customer's obligations, a security breach or violation of law. If the cause of the suspension can reasonably be remedied, Quortex will provide notice of the actions Customer must take to reinstate the Subscription Service. If Customer fails to take such actions within a reasonable time, Quortex may terminate the Subscription Service without liability to Customer. Failure to pay is a material breach. Upon any such termination for cause by Quortex, Customer will remain obligated to pay all amounts accrued or payable to Quortex prior to the effective date of termination and all Fees payable for any remainder period in a Subscription Term.
b. Termination for Cause by Either Party. This Agreement may at any time be terminated immediately by either party by providing the other party with written notice if either party breaches any of the material provisions of this Agreement and fails to remedy such breach within thirty (30) days, after written notification by the other party of such breach. Upon any such termination for cause by Customer, Quortex shall refund Customer prepaid Fees (if any) for the remainder period of the Subscription Term. Upon any such termination for cause by Quortex, Customer will remain obligated to pay all amounts accrued or payable to Quortex prior to the effective date of termination and all Fees payable for any remainder period in a Subscription Term.
c. Effect of Termination. Effective immediately upon the termination of this Agreement, (a) the usage rights granted pursuant to Clause 4 shall terminate, (b) the Subscription Service will no longer be available to Customer and Quortex will permanently erase all Customer Content and data stored on the Subscription Service enabling infrastructure, and (c) all Quortex Confidential Information, including all copies thereof, must be returned to Quortex or permanently destroyed and upon Quortex's written request, Customer agrees to certify in writing that Customer is no longer in possession of any of Quortex's Confidential Information.

7.0 WARRANTY. Quortex warrants during the term of the relevant Subscription Service that it provides the Subscription Service using commercially reasonable care and skill in accordance with industry standards. Quortex does not warrant uninterrupted or error-free operation of a Subscription Service or that Quortex will correct all defects or prevent third party disruptions or unauthorized third-party access. These warranties are the exclusive warranties from Quortex and replace all other warranties, including but not limited to the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Quortex warranties will not apply if there has been misuse, modification, damage not caused by Quortex, failure to comply with instructions provided by Quortex, or if otherwise stated in an attachment or Order.

8.0 LIMITATION OF LIABILITY.
Quortex's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Customer up to the amounts paid under the Order (if recurring charges, up to twelve (12) months' charges apply) for each Subscription Service that is the subject of the claim, regardless of the basis of the claim. Quortex will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to Quortex, its Affiliates, contractors, subcontractors, and suppliers.

The following amounts are not subject to the above cap:
(i) damages that cannot be limited under applicable law; and
(ii) claims of personal injury (including death) resulting from negligence.

9.0 NOTICES. Except where this Agreement provides that notices may be provided by posting on Quortex.io, all notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; or (b) three (3) days after having been sent by registered or certified mail. All communications will be sent to the addresses set forth herein or in the applicable Order.

10.0 CONFIDENTIAL INFORMATION. The use and exchange of Confidential Information shall be in accordance with the nondisclosure agreement in effect between the parties. If no such agreement exists, the terms of the Quortex Mutual Non-Disclosure Agreement located at: https://www.quortex.io/hubfs/Policy-Center/Quortex-Mutual-Nondisclosure-Agreement.pdf shall govern.

11.0 GENERAL.
11.1 No Third-Party Beneficiaries. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement.
11.2 Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New York, USA and without giving effect to the principles of conflicts of law, and the state and federal courts of the State of New York shall have exclusive jurisdiction over any claim arising under or in connection with this Agreement. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.
11.3 No Waiver. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of such right or any other right under this Agreement.
11.4 Assignment. Neither this Agreement nor any rights under this Agreement, other than the right to receive monies due or to become due, shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of Quortex which shall not be unreasonably withheld.
11.5 Severability. In the event that any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
11.6 No Agency. This Agreement does not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or activation of this Agreement. Each party hereto is an independent contractor. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
11.7 Customer Content. Quortex Subscription Service, products and services are intended for lawful use only. Notwithstanding any term or condition set forth in this Agreement, Customer is solely responsible for ensuring Customer has appropriate licenses and authority for any copyrighted content utilized by Customer. Customer is and shall be solely responsible for all content, including but not limited to, the creation, renewal, updating, deletion, editorial content, control and all other aspects of any files, software, scripts, multimedia images, graphics, audio, video, text, data or other objects, including any third party content or materials, originating or transmitted from any location owned or operated by Customer, and/or uploaded or routed to, passed through and/or stored on or within the Subscription Service, or otherwise provided to Quortex in any medium or transmitted or routed using the Subscription Service ("**Customer Content**"). Customer warrants that it owns all rights, title, and interest in the Customer Content, or possesses or shall possess all legally valid rights in the Customer Content necessary for the uses of the Customer Content

contemplated herein. Customer shall not transmit or route to Quortex or the Subscription Service, or otherwise direct via the Subscription Service, any Customer Content that infringes any copyright, trade secret, or other intellectual property right, or otherwise violates any laws or regulations relating to content or content distribution. Customer will indemnify, defend and hold harmless Quortex from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from any contravention by Customer of the foregoing obligation. Customer shall be responsible for utilizing the Subscription Service in accordance with the terms of this Agreement. If Customer has actual knowledge, or reasonably suspects, that any Customer Content infringes the intellectual property or other rights of a third party or violates any applicable laws or regulations, Customer shall immediately remove such Customer Content from Customer's origin server. During the term of this Agreement, Customer grants to Quortex a limited, non-exclusive, royalty-free license to use the Customer Content solely for all reasonable and necessary purposes contemplated herein and for Quortex to perform the Subscription Service as contemplated hereunder.

11.8 Customer Data, Data Protection and Privacy. Customer has or shall have on or prior to the deployment date of the Subscription Service all rights to Customer subscriber data to the extent necessary for Quortex to lawfully provide the Subscription Service for use by Customer and its subscribers. Unless expressly set forth in an Order, neither party shall share or provide access to any Personally Identifiable Information ("**PII**") or other personal data as defined by applicable laws.

11.9 Acceptable Use Policy. Quortex does not monitor Customer's Content or use of the Subscription Service. Customer will comply with Quortex's Acceptable Use Policy ("**AUP**") found at: https://www.quortex.io/hubfs/Policy-Center/Quortex-Acceptable-Use-Policy.pdf. Quortex may investigate any complaints and violations or suspected violations of this Agreement regarding the Customer Content or violations of the AUP that come to Quortex's attention. If Quortex reasonably determines there is a breach of this Agreement regarding the Customer Content or a violation of the AUP, Quortex may take action without liability to remedy the violation (e.g., remove violating Customer Content, or restricting, suspending, or terminating Customer's access to the Subscription Service). Customer will indemnify, defend, and hold harmless Quortex, affiliates, vendors and third parties from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Customer's Content and Customer's violation of the AUP.

11.10 Equipment. Customer shall purchase and provide the equipment necessary for Quortex to provide the Subscription Service and all Quortex services in connection with the Subscription Service, where applicable. For all equipment that is used as part of the Subscription Service, Customer will, at all times, retain title to the equipment. With respect to software subscription services prior to Customer's use of the software subscription services, Customer must have a licensed server installed, operational and capable of communicating with Quortex's back-office systems. Quortex shall have no liability for Customer's failure to comply with this provision.

11.11 Audit. Customer shall keep full, true, and accurate records and accounts, in accordance with generally accepted accounting principles, of each Subscription Service purchased and deployed, resold, or distributed.

11.12 Force Majeure. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, industry-wide shortage of supplies where such supplies are necessary for the performance of Subscription Service under this Agreement, actions of governmental entities, riots, war, fire, epidemics, or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

11.13 Changes. Quortex may, in its sole discretion, modify the Subscription Service without degradation to the security or functionality of the Subscription Service upon thirty (30) days' prior written notice to Customer either: (i) by email with a link to the modified Agreement displayed on the Quortex portal or in a PDF file or similar compatible format, or (ii) as a pop-up display on the device screen when the Subscription Service is launched, making the Subscription Service use subject to the Customer's acceptance of the modified Agreement. Any modification or amendment of the Agreement will become effective after the expiration of the thirty (30)-day notice period. Using the Subscription Service after notification shall imply unreserved acceptance of the said changes by the Customer. Quortex may cease providing all or part of a Subscription Service upon six (6) months' prior written notice or as set forth in the Order and will, subject to payment by Customer of applicable migration support fees, work with the Customer for a period not exceeding three (3) months to migrate to another Quortex Subscription Service.

11.14 Compliance with Laws. Customer shall obtain all licenses, permits and approvals required by any government applicable to the purchase of Subscription Service, and shall comply with all applicable laws, rules, policies and procedures, including requirements applicable to the purchase and use of the Subscription Service under laws and regulations, of any government or other competent authority (collectively "**Applicable Laws**"). Customer will indemnify and hold harmless Quortex for any claim arising from or relating to a violation or alleged violation of any applicable laws.

11.15 Anti-Bribery and Corruption. Each party agrees, on behalf of itself and its officers, directors, and employees, that, in connection with the matters that are the subject of this Agreement, and the performance of its obligations hereunder, it will comply with all laws applicable to its business operations including without limitation all laws relating to anti-bribery and corruption, the prevention of fraud, racketeering, money laundering, terrorism, and modern slavery and its own anti-bribery and corruption and modern slavery policies (the "**Regulatory Requirements**").

a. Without limiting the generality of the foregoing, each party agrees that it shall:

(i) not, in connection with the conduct of its business activities, offer, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement, or other transfer or solicitation, of anything of value regardless of monetary value (e.g. cash or cash equivalents, in-kind service, gifts, travel and entertainment, stock, offers of employment, etc.), directly or indirectly: (1) to any individual including government officials; (2) to an intermediary for payment to any individual including government officials; or (3) to any political party for the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful, illegal or improper means;

(ii) not, and will not, make facilitation payments or "grease payments" to anyone (including specifically a Government Official) in a position of authority to expedite routine non-discretionary government or lawful actions (e.g. processing permits, visas and licenses, scheduling inspections, clearing customs, etc.). "**Government Official**" includes any (1) officer or employee of all levels of government, department, agency, or instrumentality of a government (government-controlled enterprise) or a person acting on behalf of the foregoing persons; (2) officer or employee of a public international organization; (3) political party or party official; (4) candidate for political office; or (5) other person acting in an official capacity;

(iii) not establish or maintain any unrecorded fund or asset for any purpose, or make any false or artificial entries on any of its books or records for any reason;

(iv) create and maintain throughout the term of this Agreement, procedures to ensure compliance with the Regulatory Requirements and will enforce them where appropriate; and
(v) make it clear to its personnel and contractors, that the other party does not accept or condone the payment of bribes on its behalf or the use of modern slavery.

b. Each party represents and warrants that it and none of its employees, and any approved consultants performing services on its behalf (i) is a Government Official or (ii) has a relationship to a Government Official who would be in a position to influence a decision in favor of the party.

c. Each party agrees that it shall (i) notify the other party of any changes in its status relevant to Clause 11.15, (ii) to cooperate in any investigation the extent of any potential violations of applicable laws and the obligations set out in this Section, (iii) keep complete and accurate books and records in relation to any investigation or compliance with Regulatory Requirements, and (iv) comply with requests for disclosure of information, including answering questionnaires and audit inquiries, to enable a party to ensure compliance with the other party's obligations set out in this Clause 11.15.

d. If a party determines that the other party has been engaging in any activity that would constitute a breach or violation of this Clause 11.15, it will notify such other party accordingly and require such other party to take prompt necessary remedial action and to inform it about such action. A party may also, at its sole discretion, either suspend or terminate this Agreement with immediate force and effect. Each party agrees that failure to comply with this Section will constitute a material breach of this Agreement.

11.16 Intellectual Property Rights. In connection with Customer's use of a Subscription Service, Quortex may provide Customer with software, scripts, customizations to templates, code extending the functionality of third-party applications licensed to Quortex, documentation, and other data that Quortex has developed or may develop at its own expense before and during the term of this Agreement (the "**Quortex Proprietary Material**"). The Quortex Proprietary Material is the property of Quortex and its third-party licensors, and accordingly, Customer may not use the Quortex Proprietary Material other than in connection with the access and use of the Subscription Service in strict accordance with the terms and conditions of this Agreement. This Agreement does not convey to Customer any ownership right or license to use, sell, exploit, copy or further develop Quortex's Confidential Information, Quortex Proprietary Material or other intellectual property ("**Quortex Intellectual Property**"), including patents, copyrights, trademarks, trade names and trade secrets, and nothing herein will be deemed or interpreted to grant any license to, or transfer any ownership of, any Quortex Intellectual Property rights to Customer, whether by implication, estoppel, or otherwise, including as may arise out of or in connection with providing the Subscription Service to Customer, except as expressly stated in Section 4.0.

11.17 Support Services. Support Services will be governed by the Quortex Subscription Support Services Terms found at: https://www.quortex.io/hubfs/Policy-Center/Quortex-Subscription-Support-Services-Terms.pdf and may be subject to a separate fee. Each Order shall set forth the applicable support services for the Subscription Service.

12.0 GLOSSARY OF TERMS

12.1 "**Affiliate**" means an entity owned by Customer (but only to the extent, and for so long as): (a) at least 50.1% of the voting equity in such entity is owned, directly or indirectly, by Customer.

12.2 "**Authorized Users**" means collectively, those individuals or entities who are authorized by Customer to access and use the Subscription Service on behalf of Customer.

12.3 "**Confidential Information**" means information that is proprietary or confidential to a party and is either clearly labelled as such or a reasonable person would know it to be confidential and proprietary in nature.

12.4 "**Content**" means all artwork, videos, digital media, metadata, logos, branding elements and other media assets used or provided by Customer for use with the Subscription Service.

12.5 "**Customer Subscription Services Commitment**" means the non-cancellable Subscription Term and/or Minimum Subscription Fee(s) set out in the Order during which Customer commits to purchase and make payment for the applicable Subscription Service during the Subscription Term.

12.6 "**Effective Date**" means the date of (i) execution by Customer of a relevant order form; or (ii) an Order being placed.

12.7 "**Fees**" means the fees and expenses set forth in any Order or otherwise agreed to in writing, to be paid by Customer pursuant to this Agreement.

12.8 "**Minimum Subscription Fee(s)**" means the minimum amount of Fees due and payable by Customer as set forth in an Order.

12.9 "**Order**" means a Quortex order form provided by Quortex to Customer specifying the Subscription Service, applicable Support Services, Fees and Customer Subscription Service Commitment.

12.10 "**Subscription Commencement Date**" means the date the Subscription Service begins, either upon the issuance of a Customer purchase order or the date set forth in the Order.

12.11 "**Subscription Service**" means either: (i) the cloud-based subscription service offerings and technical support, where applicable; and/or (ii) software subscription services as specified in an Order.

12.12 "**Subscription Term**" means the period set out in the Order where Customer is authorized to use the Subscription Service.

Customer: _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____
_____
_____