

SOUL MACHINES TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (the “**Agreement**”) ARE ENTERED INTO BETWEEN SOUL MACHINES, INC. (“**Soul Machines**” or “**Company**”) AND THE COMPANY IDENTIFIED AS THE CUSTOMER ON THE ORDER FORM (“**Customer**”). THIS AGREEMENT TAKES EFFECT ON THE DATE THE PARTIES SIGN OR OTHERWISE ENTER INTO CUSTOMER’S ORDER FORM (“**Effective Date**”). THE PERSON ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER REPRESENTS THAT SUCH PERSON HAS THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT. IF SUCH PERSON DOES NOT HAVE SUCH AUTHORITY, OR IF SUCH PERSON DOES NOT AGREE WITH THIS AGREEMENT, THEN SUCH PERSON MUST NOT ACCEPT THIS AGREEMENT ON CUSTOMER’S BEHALF.

ARBITRATION NOTICE. EXCEPT FOR CERTAIN KINDS OF DISPUTES DESCRIBED IN SECTION 12.5, CUSTOMER AGREES THAT DISPUTES ARISING UNDER THIS AGREEMENT WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND BY ACCEPTING THIS AGREEMENT, CUSTOMER AND SOUL MACHINES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. CUSTOMER AGREES TO GIVE UP ITS RIGHT TO GO TO COURT TO ASSERT OR DEFEND ITS RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). CUSTOMER’S RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.

1. DEFINITIONS

1.1 “**Authorized User(s)**” means certain Customer’s employees or contractors identified in an applicable Order Form, in each case who are authorized to use the Hosted Services on Customer’s behalf.

1.2 “**Customer Application(s)**” means Customer’s website, mobile or other application, computer kiosk, or other physical device, owned and operated by Customer, on which Customer will make the Digital People Services available to End Users under this Agreement.

1.3 “**Customer Content**” means any content or materials , including without limitation, Customer’s name, logos, trademarks and other identifying marks, provided by Customer to Company for use in connection with the Services. Customer Content does not include any Customer Data.

1.4 “**Customer Data**” means (i) any data that Customer or its Authorized Users provide to the Services and (ii) End User Data.

1.5 “**Digital People**” means a graphical user interface that resembles an animated character and that, when interconnected with the HumanOS Platform, is capable of processing and responding to audio, visual and textual information provided by End Users.

1.6 “**Digital People Services**” means Company’s HumanOS Platform that enables interactions between Digital People and Company’s Users via a Customer Application.

1.7 “**End User(s)**” means Customer’s end users who access and use the Digital People Services through a Customer Application.

1.8 “**End User Agreement**” means the terms and conditions that govern End Users use of the Digital People Services, as provided by Company and as may be updated from time to time.

1.9 “**End User Data**” means any data that End Users provide to the Services.

1.10 “**Hosted Services**” means Company’s software-as-a-service platform providing enterprise applications and services, including without limitation access to customer experience and service data about End Users and the ability to upload Customer Content.

1.11 “**Services**” means the Digital People Services, Hosted Services, and Support Services.

1.12 “**Support Services**” means the technical support and software maintenance services provided by Company.

1.13 “**Territory**” means the territory specified in the applicable Order Form, and in any case excluding any country or territory which is itself the subject or target of any sanctions under OFAC or any applicable law or regulation (at the time of this Agreement, including but not limited to Cuba, Iran, North Korea, Sudan and Syria).

1.14 “**User(s)**” means Authorized Users and End Users.

1.15 “**HumanOS Platform**” means Company’s technology platform that enables the autonomous animation of CGI characters (Digital People).

2. SERVICES

2.1 Digital People Services and Hosted Services. Subject to Customer’s ongoing compliance with the terms of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right during the applicable Subscription Term to allow:

2.1.1 Authorized Users to access and use the Hosted Services, solely for Customer’s business purposes.

2.1.2 End Users in the Territory to access and use the Digital People Services, solely via a Customer Application.

2.2 Authorized Users. Customer is responsible for: (a) identifying all Authorized Users in the applicable Order Form (Customer may not substitute an Authorized User without Company’s prior written consent), (b) approving access by such Authorized Users to the Services, (c) controlling against unauthorized access by Authorized Users, (d) maintaining the confidentiality of usernames, passwords and account information, and (e) all activities that occur under its and its Authorized Users’ usernames, passwords or accounts as a result of Customer’s or Customer’s Authorized Users’ access to the Services. Company is not responsible for any harm caused by Customer’s Authorized Users. Customer is solely responsible for ensuring compliance with this Agreement by its Authorized Users and any breach of this Agreement by an Authorized User will be deemed a breach by Customer.

2.3 Restrictions. Customer shall not (and will ensure its Users do not), directly or indirectly, and shall not authorize any third party to, (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of, reconstruct, or discover any hidden elements of the Services (except to the extent expressly permitted by applicable law); (ii) translate, adapt, or modify the Services, or any portion of any of the foregoing; (iii) write or develop any program based upon the Services, or any portion thereof, or otherwise use the Services in an manner for the purpose of developing products or services that compete with the Services; (iv) sell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the Services or any rights thereto; (v) use the Services for the benefit of, or allow access to the Services by, unauthorized persons; (vi) transmit unlawful, infringing or harmful data or code to or from the Services; (vii) alter or remove any trademarks or proprietary notices contained in or on the Services; (viii) circumvent or otherwise interfere with any authentication or security measures of the Services, or otherwise interfere with or disrupt the integrity or performance thereof; (ix) use the Services in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations; (x) use the Services in

furtherance of illegal activities, or any activities that may be harmful to any third party, or Company's operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), impersonating another person or entity, or engaging in other deceptive practices; (xi) transmit to the Services any content that is defamatory, obscene, abusive, invasive of privacy, deceptive, pornographic, or otherwise objectionable in any way; (xii) transmit to the Services any content or links to any content that is incites violence, threatens violence, contains harassing content or hate speech, creates a risk to a person's safety or health, or public safety or health, compromises national security or interferes with an investigation by law enforcement; (xiii) transmit to the Services any content that is unfair or deceptive under the consumer protection laws of any jurisdiction; (xiv) use the Services in connection with selling or distributing controlled substances, including but not limited to any illegal or prescription drugs; or (xv) otherwise use the Services or any Company IP (as defined below) except as expressly permitted hereunder. Customer acknowledges and agrees that the Services are provided for the User capacity that is set out in the applicable Order Form. Customer is responsible for monitoring compliance with such User capacity limitations. In the event that the actual usage of the Services exceeds the User capacity indicated on the applicable Order Form and Customer does not remedy such overage as directed to by Company, Company may invoice Customer for all use exceeding the User capacity at Company's then-current rates.

2.4 Third-Party Components. Customer is solely responsible for obtaining and maintaining the Customer Applications and all third-party hardware, software, infrastructure, and connectivity necessary to operate the Services and access and use (and allow Users to access and use) the Services, ("**Third-Party Components**"), including those Third-Party Components required under the relevant specifications provided by Company from time to time. Company will have no maintenance, support, warranty, or other obligations or liability regarding any Third-Party Components, whether or not Company has provided specifications for such Third-Party Components. In particular, Customer acknowledges that a high-speed Internet connection is required at all times in order for the Services to operate properly and that Company will not be obligated to provide Support Services to the extent that such high-speed connection is not in operation, although all fees for such Support Services will continue to accrue during any such connectivity outage.

2.5 Professional Services. Company will use commercially reasonable efforts to perform any professional services in accordance with any specifications set forth in the Order Form or any statement of work executed by the parties. Customer will reasonably cooperate with Company to facilitate provision of professional services (as applicable). This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for Company to provide the professional services; (ii) fulfilling any obligations described the applicable Order Form in a timely manner; and (iii) responding to Company's reasonable requests for information related to professional services in a timely manner.

3. SUPPORT SERVICES

3.1 Support Services. Subject to Customer's ongoing compliance with the terms of this Agreement (including timely payment of all applicable fees), Company agrees to (a) provide reasonable technical support to Customer, by email or telephone, during Company's normal business hours of 9am-5pm PST, excluding US holidays; and (b) use commercially reasonable efforts to respond to support requests in a timely manner, and to resolve such issues by providing updates and/or workarounds to Customer, consistent with the severity of the issues identified in such requests and their impact on Customer's business operations, in Company's reasonable discretion.

3.2 Service Levels; Maintenance. Company will use commercially reasonable efforts to provide the Services in accordance with industry standard availability. Company shall also be entitled to suspend access to the Services from time to time in order to perform routine maintenance, emergency maintenance, upgrades, or other service improvements. Company will use its reasonable efforts to (a) schedule downtime

for routine maintenance of the Services and (b) provide advance notice of any such scheduled downtime or suspension to Customer.

4. DATA AND CONTENT

4.1 Customer Data. As between Customer and Company, Customer Data is and will remain owned by Customer. Customer grants Company the right to collect, transmit, store, use, disclose, and otherwise process Customer Data to provide the Services and as otherwise set forth in this Agreement. Customer represents and warrants that it has provided all notices, and obtained all rights, authorizations, and consents, necessary to grant the rights set forth in this Section 4.

4.2 Usage Data. Customer acknowledges and agrees that Company may collect, transmit, store, use, disclose, and otherwise process aggregated and/or deidentified data derived from Customer Data or use of the Services (“**Usage Data**”) for Company’s business purposes, including for industry analysis, benchmarking, and analytics. Aggregated Data will be in an aggregated or deidentified form only and will not identify Customer or its Users.

4.3 Compliance. Customer shall comply with all privacy and data protection laws and regulations applicable to Customer Data or the use of the Services by Customer and its Users.

4.4 Information Security. Company will implement commercially reasonable security measures that are designed to protect Customer Data in its possession or control against unlawful or unauthorized access, use, alteration, or disclosure.

4.5 Customer Content. By providing Customer Content to Company, Customer grants Company a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute the Customer Content, in whole or in part, to Users of the Services (including via the Customer Applications). Customer acknowledges that Company may, in its discretion, remove any Customer Content or Customer Data from the Services. In the event Company determines that certain Customer Content or Customer Data should be removed from the Services, Customer will (and will require that its Authorized Users) take all steps necessary, including providing assistance to Company, to remove or disable access to such Customer Content or Customer Data.

5. FEES; PAYMENT

5.1 Fees. For each Subscription Term (defined below), Customer will pay Company all applicable fees of the type and amount set forth on the applicable Order Form, which may include, without limitation, subscription fees, license fees, and support fees (“**Fees**”). Unless otherwise agreed to and set forth in an Order Form, the Fees for each Subscription Term renewal will be in accordance with Company’s rates posted at the time of such renewal. All Fees are non-refundable and are exclusive of applicable sales tax, value add tax, and any other applicable taxes which shall be paid by Customer.

5.2 Authorization. If applicable, Customer authorizes Company or its third party payment processors to charge all sums for Services, including all applicable taxes, to the payment method specified in Customer’s account. Company or its third party payment processors may seek pre-authorization of Customer’s credit card account prior to Customer’s purchase to verify that the credit card is valid and has the necessary funds or credit available to cover Customer’s purchase.

5.3 Payment Terms. Unless otherwise set forth in the applicable Order Form, Fees are due annually in advance. Customer shall pay such Fees within thirty (30) days of the applicable due date. If applicable, Customer authorizes Company or its third party payment processor to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or Customer’s account, all Fees on or

before the payment due date for those Fees. Customer must cancel Customer's subscription before it renews in order to avoid billing of the next periodic Fee to Customer's account. Customer may cancel its subscription by contacting us at: commercial@soulmachines.com. If Company has not received payment by the due date, and without prejudice to any other rights and remedies it may have, Company may charge interest at the greater of, the rate of 1 percent (1%) per month and the maximum amount permitted under applicable law.

6. TERM AND TERMINATION

6.1 Term. This Agreement will begin on the Effective Date and unless otherwise stated in the applicable Order Form will continue for the initial subscription term stated in the applicable Order Form an initial term of twelve (12) months, following which the term will automatically renew for immediately successive terms of the same length (each such term, collectively and individually, (the "**Subscription Term**"), unless either party provides notice of its intent not to renew at least thirty (30) days prior to the expiration of the applicable Subscription Term.

6.2 Termination for Cause. Company may terminate this Agreement by written notice (a) if Customer is in material breach of this Agreement, provided that, for material breaches capable of cure, Customer will have 10 days after receipt of notice to cure such material breach, or (b) access to the Services is suspended in accordance with Section 6.3 for a period exceeding sixty (60) days.

6.3 Suspension of Services. Without prejudice to any other rights or remedies available to Company, Company may suspend Customer or any Users access to the Services in the event Company, in its discretion, determines that:

6.3.1 Customer or any of its Users has breached any term of this Agreement or the applicable End User Agreement;

6.3.2 The Services are being or have been accessed or used (including unauthorized access by any third party) in breach of this Agreement, applicable End User Agreement or applicable law, or in a manner that threatens the security, integrity or availability of the Services;

6.3.3 Suspension is necessary to protect Company's other customers or users of the Services or the reputation of Company or the Services (including, if any Digital People develops a Negative Cognitive Context (as defined below)).

6.4 Termination for Convenience. Customer may terminate this Agreement at any time by providing notice to Company at: commercial@soulmachines.com and 44 Tehama Street, Ste 411, San Francisco, CA 94105, provided that no such termination by Customer will entitle Customer to a refund of any portion of the Fees.

6.5 Effect of Termination. Upon the effective date of expiration or termination of this Agreement for any reason: (i) the license granted to Customer in Sections 2.1 will automatically terminate; (ii) Customer must and shall ensure that all Authorized Users immediately cease use of the Hosted Services and delete any copies of the Digital People Services from the Customer Applications and certify in writing the same has been completed; (iii) all outstanding payment obligations of Customer will become due and payable immediately; (iv) each party will promptly return or destroy any Confidential Information of the other party then in its possession or control. The following provisions will survive the expiration or termination of this Agreement for any reason: Sections 1, 2.3, 2.4, 4, 5 (with respect to Fees due), 6.5, and 7 through 12. Company is under no obligation to retain any Customer Data and may destroy or otherwise dispose of all Customer Data in its possession after termination or expiration of this Agreement. Customer may within ten (10) days of such termination or expiration, request the most recent back-up of Customer Data and Company will use reasonable efforts to provide Customer with such back-up provided that the Customer has paid all outstanding amounts due to Company (including any fees applicable to such delivery of data).

7. CONFIDENTIALITY

7.1 Definition. “**Confidential Information**” means all nonpublic information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, the Company IP (as defined below) and Usage Data are Company’s Confidential Information. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

7.2 Use; Maintenance. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). In addition, (i) the Receiving Party will only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement; and (ii) except as otherwise authorized by the Disclosing Party expressly in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees and agents who need such access to perform obligations under this Agreement and who are bound by confidentiality obligations substantially similar to those set forth in this Agreement. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

8. PROPRIETARY RIGHTS; FEEDBACK

8.1 Reservation of Rights. Company owns and retains all rights, title and interest, including all intellectual property rights, in and to (i) the Services, and all technology (other than Customer Content and Customer Applications) used to provide the Services, including Digital People and the HumanOS Platform; (ii) Company’s Confidential Information; (iii) the Usage Data; and (iv) any work product or deliverables developed by Company in connection with such professional services (“**Company IP**”). Other than as expressly set forth in this Agreement, no license or other rights in or to the Company IP are granted to Customer, and all such rights are expressly reserved by Company.

8.2 Customer Ownership. As between the parties, Customer owns the Customer Application (except any Company IP incorporated therein) and Customer Content.

8.3 Feedback. If Customer or any of its personnel including any Authorized User, provides comments, suggestions, ideas, or other information or materials regarding the Services (“**Feedback**”) to Company, Company may use, modify, and incorporate such Feedback to improve or enhance the Services or its other products and services, and Customer hereby grants to Company a non-exclusive, perpetual, irrevocable, transferable, sublicensable, worldwide and royalty-free license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such Feedback without restriction and without any obligation to provide attribution or compensation to Customer.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual. Each party represents and warrants to the other party: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) this Agreement constitutes a valid, binding, and enforceable obligation upon it; and (c) it has the full right, power, and authority to enter into and perform its obligations under this Agreement.

9.2 By Customer. Customer represents, warrants and covenants to Company that (a) Customer owns or otherwise has and will have the necessary rights, authorizations, and consents in and relating to the Customer Data and Customer Content so that, as received by Company and used in accordance with this Agreement, it does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights or privacy rights of any third party or violate any applicable laws or regulations; (b) Customer will provide all required notices and obtain all required consents from End Users to allow Company to provide such End Users with the Services, including with respect to electronic communication regulations; (c) Without limiting the obligations under 9.2(b), Customer will provide and obtain affirmative binding consent from each End User to the End User Agreement prior to such End Users' first interaction with the Digital People Services. If Customer (or any Authorized User) becomes aware of or suspects any actual or threatened breach of this Agreement or an End User Agreement, or of any malfunction or misuse of the Services, including where any Digital People develops negative, offensive or otherwise inappropriate behaviors ("**Negative Cognitive Context**"), Customer represents, warrants and covenants that it will and will require all Authorized Users to immediately: (i) notify Company of such actual or threatened breach, misuse, or malfunction and assist, at its own cost, Company with investigating such actual or threatened breach, misuse, or malfunction; and (ii) take all reasonable steps in Customer control to stop, and if requested by Company to remedy, such actual or threatened breach, misuse, or malfunction.

10. INDEMNIFICATION

10.1 By Company. Company will (a) defend, or at its option, settle, any third-party claim brought against Customer alleging that Customer's use as authorized in this Agreement of a Service infringes a third party's intellectual property or proprietary rights (a "**Claim**"), and (b) pay any damages awarded in a final judgment (or amounts agreed in a monetary settlement) of the Claim defended by Company; provided that Customer provides Company (i) prompt written notice of, (ii) sole control over the defense and settlement of, and (iii) all information and assistance reasonably requested by Company in connection with the defense or settlement of the Claim. If any Claim is brought or threatened, Company may, at its sole option and expense: (w) procure for Customer the right to continue to use the applicable Service; (x) modify the Service to make it non-infringing; (y) replace the affected aspect of the Service with non-infringing technology having substantially similar capabilities; or (z) if none of the foregoing is commercially practicable, terminate this Agreement. Notwithstanding the foregoing, Company will have no liability to Customer for any claim arising out of or based upon (1) modifications of the Service not performed by Company; (2) Third-Party Components; or (3) use of the Service in combination with software, products or services not provided by Company; to the extent that the Service would not be infringing but for such combination or modification, (4) for Customer's failure to use the Service in accordance with this Agreement, or (5) for any claims related to Customer Data or Customer Content. THIS SECTION 10.1 STATES THE ENTIRE LIABILITY OF COMPANY, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY COMPANY, THE SERVICE OR OTHER COMPANY IP, OR ANY PART THEREOF.

10.2 By Customer. Customer will defend, or at its option, settle any claim brought against Company or its affiliates or their employees or agents: (i) alleging that the use by or on behalf of Company of the Customer Data or Customer Content or that the Customer Application(s) infringes or misappropriates any third party's rights or violates any laws or regulations; (ii) arising out of any alleged breach by Customer or any

Authorized User of this Agreement; or (iii) arising from Customer's or any Authorized User's violation of any applicable laws or regulations. Customer will pay all damages finally awarded against Company (or the amount of any settlement Customer enters into) with respect to such claim defended by Customer. Company agrees to provide Customer with (i) prompt written notice of; (ii) sole control over the defense and settlement of; and (iii) all information and assistance reasonably requested by Customer in connection with the defense or settlement of, any such claim. Company may appear in connection with such claims, at its own expense, through independent counsel.

11. DISCLAIMER; LIMITATION OF LIABILITY

11.1 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, USE, UNAUTHORIZED ACCESS TO OR USE OR LOSS OF DATA, ACCURACY OF RESULTS, OR OTHERWISE ARISING FROM A COURSE OF DEALING OR RELIANCE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT THE SERVICES WILL BE COMPATIBLE WITH ANY PARTICULAR DEVICE, THAT ANY DATA PROCESSED BY COMPANY WILL BE ACCURATE, OR THAT ITS SECURITY MEASURES WILL BE SUFFICIENT TO PREVENT UNAUTHORIZED ACCESS TO OR USE OR LOSS OF DATA, CUSTOMER CONTENT, OR CUSTOMER APPLICATIONS. COMPANY SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY THIRD-PARTY COMPONENTS, PRODUCTS, OR SERVICES PROVIDED WITH THE COMPANY SERVICES AND FOR THE AVAILABILITY OR CUSTOMER'S USE OF ANY DATA OR INFORMATION STORED ON THE SERVICE.

11.2 Limitation of Liability. EXCEPT FOR CUSTOMER'S INDEMNIFICATION OBLIGATIONS AND A BREACH OF CUSTOMER'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA, OR ECONOMIC ADVANTAGE, AND COSTS OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, AND BASED ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY IN CONTRACT OR TORT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

12. GENERAL PROVISIONS

12.1 Audit. Customer will maintain reasonable and accurate records and accounts relating to the Services and Customer's use of the Services during the term of this Agreement and for two years following termination or expiration of this Agreement. These records will include all documents and other information relevant to the performance by Customer of its rights and obligations under this Agreement. Upon reasonable advance notice, Company may request in writing to inspect such records. Customer shall cooperate with and disclose and produce any and all documentation reasonably requested by the Company. Company's audit may include reviewing and preserving certain documentation that may include Customer Data.

12.2 Force Majeure; Delays. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation an act of war, terrorism, act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, epidemic, pandemic, or failure or degradation of the Internet. Company is not responsible for liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform any of its obligations under the Agreement.

12.3 Publicity. Company may use Customer's name as a reference for marketing or promotional purposes on Company's website and in other communication with existing or potential Company customers, subject to any written trademark policies Customer may provide Company in writing, with reasonable advanced notice.

12.4 Export Controls. Customer agrees to comply with all applicable export control laws and regulations related to its use of Company IP.

12.5 Notices. Any notices required or permitted under this Agreement must be submitted to (i) the mailing address or email address on file with Company, in the case of Customer or (ii) commercial@soulmachines.com and 44 Tehama Street, Ste 411, San Francisco, CA 94105, in the case of Company. Each notice will be deemed delivered on the date the sender can reliably confirm the notice was sent.

12.6 Arbitration. The parties will resolve all disputes arising under or in connection with this Agreement through confidential binding arbitration. A party intending to seek arbitration must first send a written notice of the dispute to the other party. The parties will use good faith efforts to resolve the dispute directly, but if the parties do not reach an agreement to do so within 30 days after the notice is received, either party may commence an arbitration proceeding. The arbitration will be conducted in accordance with the applicable rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English in San Francisco County, California, USA by one arbitrator selected in accordance with the applicable rules of the AAA for. The arbitrator's decision will be final and binding on both parties, and the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The costs and expenses of the arbitration will be shared equally by both parties; however, if the arbitrator finds that either the substance of the claim or the relief sought in arbitration is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. This Section 12.5 will not prohibit either party from: (a) bringing an individual action in small claims court; (b) seeking injunctive relief in a court of competent jurisdiction; (c) pursuing an enforcement action through the applicable federal, state, or local agency if that action is available, or (d) filing suit in a court of law to address an intellectual property infringement or misappropriation claim. If this Section 12.5 is found to be unenforceable, the parties agree that the exclusive jurisdiction and venue described in Section 12.6 will govern any action arising out of or related to this Agreement.

12.7 Miscellaneous. Customer may not assign this Agreement without Company's prior express written consent, and any change of control undergone by Customer, whether via merger, sale of stock, sale of all or substantially all assets, or otherwise, will be deemed an assignment of this Agreement. Company may assign this Agreement freely in its sole discretion. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is governed by and construed under the laws of the State of California. If a lawsuit or court proceeding is permitted under this Agreement, the parties will be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California. This Agreement, including any Order Forms, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and understandings with respect to said subject matter, whether oral or written, express or implied. No terms of any purchase order, acknowledgement, or other form provided by Customer will modify this Agreement, regardless of any failure of Company to object to such terms. Except

as set forth in this Agreement, this Agreement may only be amended in a writing signed by the parties. In the event of any conflict between the terms of his Agreement and an Order Form, the Order Form will govern. Any ambiguity in this Agreement will be interpreted without regard to which party drafted this Agreement or any part thereof. The relationship between the parties will be that of independent contractors. Any waiver of a right arising under this Agreement must be made in writing and signed by the party making the waiver. Waiver of any term of this Agreement will not constitute a waiver as to any subsequent breach or failure of the same term or a waiver of any other term of this Agreement. Customer agrees that any violation or threatened violation of this Agreement would cause irreparable injury to Company for which monetary damages would not be an inadequate remedy, entitling Company to seek injunctive relief in addition to all legal remedies, without the posting of any bond (or any other security) or proof of actual damages. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in effect.

SOUL MACHINES ORDER FORM

CUSTOMER REFERENCE:
Texas A&M University - 2021

SUBSCRIPTION START DATE: July 1, 2021

SUBSCRIPTION END DATE: June 30, 2022

ORDER FORM EXPIRATION DATE: June 30, 2021

COMPANY Soul Machines Inc
("us", "we", "Soul Machines")

CUSTOMER Texas A&M University
("you", "your")

This Order Form is being entered into by Soul Machines and Customer pursuant to the Master Enterprise Services Agreement ("Agreement") between Soul Machines and Customer effective from July 1, 2021. Except as otherwise provided in this Order Form, all provisions of the Agreement (including the definitions set out in the Agreement) are applicable in this Order Form.

CUSTOMER CONTACT

Customer Name: Texas A&M University

Customer Address: 400 Harvey Mitchell Parkway S, Ste 300, College Station, TX
77845

Billing Contact:

Name: Dr Mark E Benden
Phone number: 979-845-3211
Email: mthowdy@tamu.edu

Technical Contact:

Name: Kaysey Aguilar
Phone number: 956-564-0304
Email: kaysey_nicole@tamu.edu

Offer Expiration:

The pricing and terms offered herein expire unless Customer executes and delivers this Order Form to the Company prior to 5 PM PST on the Order Form Expiration Date identified above.

Explorer Subscription Terms:

Customer shall be entitled to a subscription to the Company's service to the following extent:

- 1 Stock Digital Person through Digital DNA Studio.
 - 1 Sandbox environment.
 - Capacity as follows:
 - 10,000 conversations annually.
 - Additional Conversations charged at \$1 per Conversation.
-

Fees & Payment Schedule:

This is a one year contract totaling \$20,000 (United States Dollars).

All fees are due on signing of this Order Form and payable within 30 days of the due date.

This contract will renew automatically at Soul Machines' then-current list price at the end of the term. You may terminate the renewal with 30 days' notice prior to contract renewal date with is the subscription end date.

Territory:

For the purpose of this Order Form, the subscription is applicable in the following Territory: United States.

Order Form Terms:

In addition to the terms of the Agreement, the following terms apply:

1. The Company reserves the right to reject this Order Form if it is not signed by Customer and received by Company by the Order Form Expiration Date.
 2. The pricing herein is Confidential Information of the Company and shall not be shared with any third party.
 3. The price does not include any applicable taxes.
 4. The subscription shall commence on the Subscription Start Date, unless such Subscription Start Date is before the date of last signature on this Order Form. If the Subscription Start Date is before the date of last signature, the subscription shall begin on the date of the last signature to this Order Form.
 5. Customer will reimburse Company for travel and living expenses incurred by Company personnel in providing professional services to Customer.
 6. Subscriptions are non-cancellable before the Subscription End Date.
-

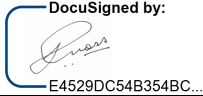
Order Form Signature:

Upon signature by Customer and submission to the Company, this Order Form shall become legally binding unless this Order Form is rejected by the Company for any of the following reasons: (1) the signature below does not have the authority to bind the Customer; (2) changes have been made to this Order Form (other than completion of contact information and the signature block); or (3) the requested purchase order information or signature is incomplete or does not match the Company's records or the rest of this Order Form.

Company: **Soul Machines Inc**

Name: **Greg Cross**

Position: **Chief Business Officer**

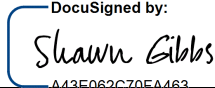
Signature:  E4529DC54B354BC...

Date: 9/9/2021 | 07:01:35 NZST

Customer: **Texas A&M University**

Name: Shawn Gibbs

Position: Dean

Signature:  A43E062C70FA463...

Date: 9/3/2021 | 16:02:34 CDT

SUPPLEMENTAL FORM

REQUEST FOR TAX INFORMATION

The Company is required to collect the applicable transaction taxes or tax identification number in certain countries and jurisdictions. Please fill out this form and attach it to your signed Order Form.

NOTE: This form is not a required part of your order with the Company. It provides us supplementary information to ensure accurate invoicing.

Organizations located in the United States of America:

If your organization is exempt from sales tax (i.e., direct payment holders, exempted organizations, resale exemption certification holders, etc.), please attach your exemption certificate or permit to this form.

Organizations located outside of the United States of America:

Country: _____

VAT, GST HST or Other Identification Number: _____

If not registered for VAT, GST, or HST, initial here: _____

ADDENDUM

This Addendum amends and supplements the Soul Machines, Inc. (“Agreement”) to which it is attached, between Texas A&M University, a health-related institution under the administration of Texas A&M University; a member of The Texas A&M University System (“A&M System”); and an agency of the State of Texas (“Texas A&M”) and Soul Machines, Inc. (“Soul Machines, Inc.”). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Texas A&M and Soul Machines, Inc. may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
2. The following language is added to the Agreement:

Delinquent Child Support Obligations. Under Section 231.006, *Texas Family Code*, Soul Machines, Inc. certifies that Soul Machines, Inc. is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Soul Machines, Inc. agrees that any payments owing to Soul Machines, Inc. under this Agreement may be applied directly toward certain debts or delinquencies that Soul Machines, Inc. owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Prompt Pay. Payment from Texas A&M will be due thirty (30) days from the date Texas A&M receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.

Prohibited Bids and Agreements. Under Section 2155.004, *Texas Government Code*, Soul Machines, Inc. certifies that Soul Machines, Inc. is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Public Information. Soul Machines, Inc. acknowledges that Texas A&M is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Texas A&M’s written request, Soul Machines, Inc. will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of Texas A&M. Soul Machines, Inc. acknowledges that Texas A&M may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Soul

Machines, Inc. agrees that this Agreement can be terminated if Soul Machines, Inc. knowingly or intentionally fails to comply with a requirement of that subchapter.

Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

Venue. Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M's governing officer is located.

Force Majeure. Neither Party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M and Soul Machines, Inc. to attempt to resolve any claim for breach of contract made by Soul Machines, Inc. that cannot be resolved in the ordinary course of business. Soul Machines, Inc. shall submit written notice of a claim of breach of contract under this Chapter to the Vice-President for Finance & Administration of Texas A&M, who shall examine Soul Machines, Inc.'s claim and any counterclaim and negotiate with Soul Machines, Inc. in an effort to resolve the claim.

Conflict of Interest. By executing and/or accepting this Agreement, Soul Machines, Inc. and each person signing on behalf of Soul Machines, Inc. certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Access by Individuals with Disabilities. If determined to be applicable by Texas A&M, Soul Machines, Inc. shall address all required technical standards (WCAG 2.0, Level AA) (the “Accessibility Standards”) by providing a Voluntary Product Accessibility Template (“VPAT”) attesting to the accessible features and capabilities of any electronic and information resources (as defined in Title 1, Chapter 213 of the *Texas Administrative Code*) and associated documentation and technical support (collectively, the “EIR”) or provide a similarly-formatted document as the VPAT attesting to the EIR’s accessible features and capabilities. Texas A&M may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If Soul Machines, Inc. should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, Soul Machines, Inc. shall, in a timely manner and at no cost to Texas A&M, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute.

Certification Regarding Boycotting Israel. To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, Soul Machines, Inc. certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the Term of this Agreement. Soul Machines, Inc. acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Soul Machines, Inc. certifies Soul Machines, Inc. is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Soul Machines, Inc. acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, *Texas Government Code*, Soul Machines, Inc. certifies that Soul Machines, Inc. is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Not Eligible for Rehire. Soul Machines, Inc. is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

Franchise Tax Certification. If Soul Machines, Inc. is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Soul Machines, Inc. certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Soul Machines, Inc. is exempt from the payment of franchise (margin) taxes.

Prohibited Bids and Agreements. Under Section 2155.004, *Texas Government Code*, Soul Machines, Inc. certifies that Soul Machines, Inc. is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Loss of Funding. Performance by Texas A&M under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Texas A&M will issue written notice to Soul Machines, Inc. and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Soul Machines, Inc. acknowledges that appropriation of funds is beyond the control of Texas A&M.

State Auditor’s Office. Soul Machines, Inc. understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Soul Machines, Inc. agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Soul Machines, Inc. will include this provision in all contracts with permitted subcontractors.

Non-Waiver. Soul Machines, Inc. expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Independent Contractor. For the purposes of this Agreement and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

Representations & Warranties. If Soul Machines, Inc. is a business entity, Soul Machines, Inc. warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Soul Machines, Inc. has been duly authorized to act for and bind Soul Machines, Inc..

Term. This Agreement shall be effective on the date stated for an aggregate period not to exceed five (5) years provided either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Texas A&M and Soul Machines, Inc. can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M:

Texas A&M University
Environmental & Occupational Health
212 Adriance Lab Road
Bryan/TX/77843
Attention: Dr. Mark Benden
Telephone: 979-436-9334
Fax: [[Primary Contact's Fax Number (xxx-yyy-zzzz)]]
Email: mbenden@tamu.edu

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Executive Director
Telephone: 979-845-0099
Fax: 979-862-7130
Email: contracts@tamu.edu

Soul Machines, Inc.:

Soul Machines, Inc.
44 Tehma St. Suite #411
San Francisco/CA/94105
Attention: Cody Sinnott
Telephone: 631-576-9626
Fax: [[Second Party Contact's Fax Number (xxx-yyy-zzzz)]]
Email: cody.sinnott@soulmachines.com

ACCEPTED & AGREED:

TEXAS A&M UNIVERSITY

DocuSigned by:
Shawn Gibbs
A43E062C70FA463...
Signature

Shawn Gibbs
Name

Title

8/20/2021 | 13:24:19 CDT
Date

SOUL MACHINES, INC.

DocuSigned by:
Greg Cross
E4529DC54B354BC...
Signature

Greg Cross
Name

CBO
Title

8/24/2021 | 16:04:55 CDT
Date