

SUBSCRIPTION AND LICENSEING AGREEMENT

1. **Description of the Service.** Company agrees to provide a platform that is utilized to serve a multitude of functions; including but not limited to engaging with your database via sms, mms, review generation & lead generation. Subscriber agrees that any information that it provides to Company or relating to the Service will true, accurate, current and complete information. If Subscriber provides any information that is untrue, inaccurate, not current, incomplete, false or misleading, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, false or misleading, Company retains the right to suspend or terminate the Service and refuse any and all current or future use of the Service (or any portion thereof). Standard messaging and data rates may apply, depending on Subscriber's cellular plan. Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) upon notice. Subscriber agrees that Company shall not be liable to Subscriber or to any third party for any modification, suspension or discontinuance of the Service.

2. **License.** Due to the time it customarily takes for this type of service to show its true value and return for a Subscriber, the Subscriber hereby agrees to a ninety (90) day minimum initial term as for this Agreement. The first term begins following the Subscribers execution of this Agreement and receipt of the first payment.

3. **Restrictions and Responsibilities** Subscriber will not make any Service available to, or use any Service for the benefit of, anyone other than Subscriber. Subscriber will not sell, resell, license, sublicense, distribute, make available, rent or lease any Service for the benefit of a third party. Subscriber 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 remove any proprietary notices or labels. Subscriber represents, covenants, and warrants that Subscriber will not use the Services, Company's name and or IP in an illegal, harmful, or offensive way or to encourage, promote, facilitate or instruct others to use, the Service for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive or activities that are illegal, that violate the rights of others, or that may be harmful to others, Company's operations or reputation, content that infringes or misappropriates the intellectual property or proprietary rights of others, offensive content, content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable and with all applicable laws and regulations. Subscriber 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, hardware, software, networking, WSA and the like. Subscriber agrees that during the term of this Agreement and for one year thereafter, Company shall be the exclusive Company of text-message marketing services for Subscriber.

4. Term, Fees & Payment. The terms of the subscription shall continue month to month unless terminated in accordance with the terms of this Agreement. The fees for use of the Service and service tier access are set forth on exhibit “A” attached hereto. Fees shall begin to be due and payable from Subscriber on the date the Subscriber’s account is active with the ability to use the Service (“Commencement Date”). Each month thereafter, the Subscription Fee shall be automatically charged against the Subscriber’s credit card at the beginning of each month as authorized in the authorization form attached hereto as exhibit “B”. Company reserves the right to suspend performance of Services if Subscriber fails to pay or payment is declined.

5. Quality of Service. Subscriber assumes all risk and liability associated with its use of the Service and any information provided by it or its agents, employees, customers, prospects, sellers and/or buyers. Company shall have no responsibility or liability for and makes no representations or warranties that: (a) information provided by person or entity is true, accurate, correct, complete or timely, or (b) the Service will function without faults, delays or errors. Company shall have no responsibility or liability for any act or omission, including any response or failure to respond to any text message, any response to a text message, or the choice by any customer, prospect, buyer or seller of Subscriber (“Subscriber Customer”) to receive or not receive messages. During peak usage, messages may be time-delayed to maintain overall system performance. Company makes no representation as to the timeliness of delivery of any message. Company offers the Service through third-party commercial wireless carriers and Companies of wireless connectivity and infrastructure. Company makes no representation as to the quality of service of these carriers and connectivity companies. Company is not responsible for: (a) any loss of connectivity between Subscriber and a wireless carrier, (b) any loss of connectivity between Subscriber and Subscriber Customer’s wireless carrier, (c) any loss of connectivity between Subscriber’s wireless carrier and Company’s Internet server, and (d) any loss of connectivity between Subscriber’s or Subscriber Customer’s wireless services company and the Service. If a Subscriber Customer’s mobile device is not actively connected when Company sends a message, the message may be significantly delayed or lost. A Subscriber Customer connectivity speed, data rates, and resolution are determined by its mobile device and wireless services company. Some information and messages may not be properly received due to incompatibilities of equipment or a particular wireless service. Company makes no representation as to the accuracy or completeness of any message. Company shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted via the Service, and shall not be responsible or liable for any decisions made based on such information. Subscriber agrees to not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. Subscriber agrees that the Service is for its individual use only.

6. Opt-Out/ Opt-In. The Company will treat Subscriber Customer’s voluntary submission of the designated word or code or a Subscriber Customer’s response to Subscriber that the Subscriber Customer has freely and affirmatively granted permission to receive further text message communications through the Service. Company may send an acknowledgement or “Thank you” message. The Subscriber Customer may elect to cease receiving messages through the Service at any time by using the unsubscribe command in any text message or by sending a

text message that says “STOP,” “END,” “CANCEL,” “REMOVE,” “UNSUBSCRIBE” or “QUIT.”

7. Security of Your Information. We value the security of your information. We have implemented reasonable security measures that are designed to protect the information we maintain. We will not sell or use your information or share it with any third party service providers unless authorized by you.

8. Termination. This Agreement commences on the Commencement Date and shall continue in effect until terminated in accordance with this paragraph. Either party may terminate this Agreement upon ninety (90) days advance written notice. Company, in its sole discretion, may terminate Subscriber’s use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if Company believes that Subscriber has violated this Agreement or any law, rule or regulation. Company may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, upon written notice. Subscriber agrees that Company shall not be liable to Subscriber or any third-party for any termination of access to the Service.

9. Intellectual Property & Proprietary Rights. Subscriber acknowledges and agrees that the Service, content of the messages, and any necessary software used in connection with the Service (“Software”) contain proprietary and confidential information that is protected by copyright, trademark, patent, trade secret and other laws governing proprietary rights. Except as expressly authorized by Company, Subscriber agrees to not copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Subscriber agrees not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. Subscriber agrees not to access the Service by any means other than through the interface that is provided by Company for use in accessing the Service. The Service is protected by United States and international law and conventions for the protection of industrial and intellectual property rights. Subscriber may not, without expressed permission from Company, copy, modify, or publicly display the Service or Messages in whole or in part.

10. Limitations. IN NO EVENT SHALL COMPANY, ITS SUPPLIERS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF DATA OR USE, OR ANY BUSINESS INTERRUPTION OR DISRUPTION, INCURRED BY EITHER COMPANY OR ANY THIRD PARTY, WHETHER IN AN ACTION SOUNDING IN CONTRACT, TORT, WARRANTY, FIDUCIARY DUTY, STATUTORY CLAIM UNDER ANY FEDERAL, STATE, LOCAL LAW OF THE UNITED STATES OF AMERICA OR ANY OTHER JURISDICTION, OR ANY OTHER TYPE OF LEGAL CLAIM, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER COMPANY NOR ANY OF ITS AFFILIATES OR LICENSORS WILL

BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, LOSSES, COSTS OR DAMAGES ARISING IN CONNECTION WITH: A) CUSTOMER'S INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES, (II) COMPANY' DISCONTINUATION OF ANY OR ALL ACCESS TO THE SERVICES, OR (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE ACCESS TO THE SERVICES FOR ANY REASON WHATSOEVER, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES; OR ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, DENIAL OF ACCESS, OR FAILURE TO MAINTAIN OR STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA. THE AGGREGATE AND CUMULATIVE TOTAL LIABILITY OF COMPANY AND ITS SUPPLIERS, FOR DAMAGES, INCLUDING FOR DIRECT DAMAGES, UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM, AND IF SUCH DAMAGES RELATE TO PARTICULAR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE SERVICES GIVING RISE OR RELATED TO THE ALLEGED LIABILITY AND DAMAGES UNDER THIS AGREEMENT DURING THE 6 MONTHS PRECEDING THE CLAIM. LICENSEE ACKNOWLEDGES THAT THE FEES APPLICABLE FOR THE SERVICES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF BOTH LIABILITY AND DAMAGES SET FORTH IN THIS AGREEMENT

11. DISCLAIMER OF WARRANTIES. TO THE EXTENT ALLOWABLE BY LAW, SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT SUBSCRIBER'S USE OF THE SERVICE IS AT SUBSCRIBER'S SOLE RISK. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES THE COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SUBSCRIBER ACKNOWLEDGES THAT THE SERVICE MAY BE TEMPORARILY UNAVAILABLE DUE TO SCHEDULED OR EMERGENCYMAINTNANCE OR FOR CAUSES BEYOND COMPANY'S CONTROL. ANY INFORMATION OBTAINED THROUGH THE USE OF THE SERVICE IS AT SUBSCRIBER'S SOLE DISCRETION AND RISK AND SUBSCRIBER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER, ITS COMPUTER SYSTEM(S) OR

LOSS OF DATA THAT RESULTS FROM THE USE OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY SUBSCRIBER FROM COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

12. Indemnification. Each party shall indemnify, defend and hold harmless the other party (including that party's officers, directors, shareholders, members, managers, employees, agents and assignees) from and against any and all liabilities, claims, costs, assessments, fees or expenses of any kind, including without limitation defense costs and attorneys' fees arising from or related in any way to: (i) failure to discontinue sending text messages after receiving notification from a Subscriber Customer of its desire to opt-out of receipt of such messages; (ii) any claim which, if proved, would breach any warranty or representation of a party; and (iii) any act or omission which will infringe on any copyright, trademark, service mark, trade name, patent, trade secret or other intellectual property or proprietary right or right of publicity or privacy, or libel, slander, defame or disparage, any third party ("Third Party Claims"), or create risk of liability with respect to any Third Party Claims. A party seeking indemnification shall promptly notify the indemnifying party of the existence or threat of any Third Party Claim immediately upon notice of the existence of any claim or threat of claim, and the indemnifying party shall, at its option, conduct the defense in any such third party action arising as described herein at its sole expense and the indemnified party shall cooperate with such defense. The failure to notify a party of a claim for which indemnification is sought within sixty (60) days of the date that the indemnified party knew, or should have known, of the existence of such third party claim, shall relieve the indemnifying party of any and all obligations.

13. Survival. The following sections will survive any termination or expiration of this agreement: 3,7,10,11,12 and any provisions of this Agreement which by their express language or by their context are intended to survive the termination of this Agreement shall survive such termination.

14. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Subscriber shall not assign this Agreement (or any part thereof) without the advance written consent of the Company. The Company may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 14 will be null and void.

15. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

16. Governing Law. This Agreement shall be governed by the laws of the State of Florida without regard to conflicts of laws provisions thereof. The jurisdiction and venue for all actions related to the subject matter hereof or between the Parties shall be the Florida state and

United States federal courts located in Broward County Florida, and the parties hereby submit to the personal jurisdiction of such courts and waive any right to contest same.

17. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action from the non-prevailing party.

18. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

19. Entire Agreement. 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 and communications relating to the subject matter of this Agreement.

20. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

EXECUTED on this ___ day of _____, 20___.

COMPANY-Matador.ai LLC

SUBSCRIBER

By: _____

By: _____