

Social Smocial and Customer hereby agree as follows:

1. Scope; Procurement and Provisioning by Affiliates; Subscription Services Users.

1.1 Scope. This Master Subscription and Services Agreement applies to Customer's use of the (i) online subscription services and related online training and packaged professional services (e.g., Launch Packs) offered by Social Smocial (collectively, the "Subscription Services") that are listed in one or more Social Smocial subscription-based ordering documents signed by the Parties (each, a "Sales Order"); and (ii) consulting services identified in one or more statements of work ("Consulting Services") signed by the Parties, including any attachments thereto, substantially similar to the attached Sample Form Statement of Work ("SOW"). Subscription Services and Consulting Services are collectively referred to as the "Social Smocial Services" and Sales Orders and SOWs are collectively referred to as "Provisioning Documents." This Master Subscription and Services Agreement and all executed Provisioning Documents, including any incorporated attachments, addenda and exhibits, constitute the "Agreement." All capitalized terms not defined herein will have the meanings attributed to them in the Provisioning Documents.

1.2 Procurement and Provisioning by Affiliates. Customer may procure Social Smocial Services under this Agreement for its own account and on behalf of one or more Customer Affiliates (defined below). Customer is responsible for the acts and omissions of Customer Affiliates under any Provisioning Document pursuant to which the Customer Affiliate receives the benefit of the Social Smocial Services but is not a signatory. Additionally, Customer Affiliates may procure Social Smocial Services directly under this Agreement pursuant to a Provisioning Document executed by such Customer Affiliate and either Social Smocial or a Social Smocial Affiliate. Customer Affiliates who sign a Provisioning Document will be deemed to be the Customer hereunder and solely responsible for its performance or non-performance thereunder. The Social Smocial Affiliate who signs a Provisioning Document will be deemed to be Social Smocial hereunder and solely responsible for its performance or non-performance thereunder. "Affiliate" means any legal entity directly or indirectly controlling, controlled by or under common control with a Party, where control means the ownership of a majority share of the stock, equity or voting interests of such entity.

1.3 Subscription Services Users. During the Subscription Term set forth in each Sales Order, Social Smocial will make the Subscription Services available to Customer and its authorized Affiliate's employees, agents or contractors ("Users"), for access and use by such individual Users solely for Customer's direct beneficial business purposes in accordance with the terms of the Agreement. Customer is responsible for use of the Subscription Services by Users and any party who accesses the Subscription Services with Customer's or a User's account credentials. Customer will not: (i) share its login credentials for the Subscription Services with unauthorized third parties; (ii) allow such login credentials to be simultaneously used by two or more Users; or (iii) utilize group email addresses in the creation of User credentials.

2. Subscription Services - Restrictions; Acceptable Use Policy; Usage Rights; Suspension.

2.1 Restrictions. Customer will not, and will ensure its Users do not, directly or indirectly (i) make the Subscription Services available to anyone other than Users or use the Subscription Services for the benefit of any unrelated third party; (ii) copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license the Subscription Services; (iii) attempt to interact with the operating system underlying the Subscription Services, or modify, create derivative works of, adapt, translate, reverse engineer (including monitoring or accessing the inputs and output flowing through the Subscription Services), decompile, or otherwise attempt to discover within the Subscription Services, the source code, data representations, or underlying algorithms, processes and methods; (iv) modify, translate or create derivative works based on the Subscription Services or remove, obscure or alter any proprietary notices or labels from the Subscription Services; (v) use or access the Subscription Services to build or support, and/or assist a third party in building or supporting products or services competitive to the Subscription Services; (vi) offer, use, or permit the use of the Subscription Services in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis.

2.2 Acceptable Use Policy. Customer will, and will ensure that its Users, use the Subscription Services only in compliance with the Acceptable Use Policy.

2.3 Usage Rights. Customer will, at all times, ensure that its use of the Subscription Services does not exceed the usage terms specified in the Sales Order ("Usage Rights"). If Social Smocial determines Customer is exceeding its Usage Rights, Social Smocial will notify Customer in writing (email notification sufficient) specifying such Usage Rights overage, and Customer will have 30 days from the date of notice in which to bring its usage within the limits of such Usage Rights. If Customer fails to do so within 30 days, Social Smocial has the right to charge Customer, and Customer agrees to pay, for the applicable usage tier, which will be co-terminated with the Subscription Term in the applicable Sales Order.

2.4 Suspension. Social Smocial may immediately suspend Customer's account and access to the Subscription Services if (i) Customer fails to pay an undisputed invoice within 15 business days after Social Smocial has provided Customer with a written reminder notice of late payment; or (ii) Customer violates Section 2.1 (Restrictions) or Section 2.2 (Acceptable Use Policy). Any suspension by Social Smocial of the Subscription Services under the preceding sentence will not relieve Customer of its payment obligations hereunder. Social Smocial will promptly lift the suspension upon Customer's payment or remedy of the triggering violation, as applicable.

3. Ownership: Subscription Services; Deliverables; Customer Data; Permitted Use of Customer Data.

3.1 Subscription Services. Customer acknowledges that the Subscription Services are offered online on a subscription basis. Social Smocial reserves all rights, title and interest in and to the Subscription Services, including any software or documents related to or provided with the Subscription Services and all intellectual property rights and derivatives, modifications, refinements or improvements thereto. From time to time, Customer or its Users may submit to Social Smocial comments, questions, enhancement requests, suggestions, ideas, process descriptions or other information related to the Subscription Services ("Feedback"). Customer

agrees that Social Smocial has all rights to use and incorporate Feedback into the Subscription Services without restriction or payment to Customer. No rights are granted to Customer other than as expressly set forth herein.

3.2 Deliverables. Social Smocial grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the materials developed and provided to Customer by Social Smocial in performing the Consulting Services ("Deliverables") solely in connection with use of the Subscription Services for Customer's direct beneficial business purposes during the Agreement Term (defined in Section 5.1 below). Social Smocial retains all ownership rights to the Deliverables.

3.3 Customer Data. Customer owns any data, information or material originated by Customer or that Customer provides in the course of using the Subscription Services, including information regarding Customer's social networking connections, followers or other contacts activated through use of the Subscription Services ("Customer Data"). Customer will be solely responsible for (i) the accuracy, quality, content, legality and use of Customer Data, including the means by which Customer Data is acquired and transferred by Customer or its Users outside of the Subscription Services; and (ii) all applicable social networking terms and conditions related to procurement and use of Customer Data. Customer Data is Customer's Confidential Information without any marking or further designation.

3.4 Permitted Use of Customer Data. Customer grants Social Smocial and its Affiliates a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display Customer Data: (i) to the extent necessary to perform its obligations or enforce its rights under this Agreement; (ii) where required or authorized by law; (iii) developing, modifying, improving, supporting, customizing, and operating the Subscription Services, and (iv) publishing, displaying and distributing any anonymous information (i.e., information where neither Customer, its Affiliates nor their site visitors are capable of being identified) derived from Customer usage of the Subscription Services (such as, but not limited to, statistical and performance information, web browser, screen resolution, mobile device-type information, image resolution and number of pages in a document).

4. Fees; Taxes and Currency; Invoices, Failure to Pay and Disputes; SOW Expenses.

4.1 Fees. Customer will pay all undisputed fees set forth in the Provisioning Documents and any fees invoiced pursuant to this Agreement. All fees are noncancelable and non-refundable, except as expressly specified in this Agreement. Consulting Services will be provided on a time and materials ("T&M") basis unless otherwise set forth in the SOW. If an estimated total amount is stated in the SOW, that amount is a good faith estimate and not a guarantee the Consulting Services will be completed for that amount. If the estimated amount is expended, Social Smocial will continue to provide Consulting Services on a T&M basis at the same rates and terms. Any fees paid pursuant to a Provisioning Document will not offset any fees due under any other Provisioning Document.

4.2 Taxes and Currency. Prices do not include applicable taxes. Social Smocial will invoice Customer for any applicable taxes, and Customer must pay these taxes. Where applicable, Customer must provide a tax-exemption claim to Social

Smocial upon entering a Provisioning Document. Customer is not responsible for any taxes based on Social Smocial's net income or property. Except as otherwise specified in a Provisioning Document, all fees due hereunder will be paid in Australian Dollars.

4.3 Invoices, Failure to Pay and Disputes. All amounts are due and payable as specified in the Provisioning Documents. All invoices will only be delivered electronically to Customer. If no payment terms are specified in the Provisioning Document, payment terms are net 30 days from receipt of invoice. If Customer fails to pay any amount due under this Agreement according to the payment terms set forth herein (and not the subject of a good faith dispute), Social Smocial will send Customer a written reminder notice. If Customer believes in good faith that Social Smocial has incorrectly invoiced Customer, Customer must contact Social Smocial in writing within 30 days of the invoice date, specifying the error. Unless Customer has correctly notified Social Smocial of the dispute, Customer must reimburse Social Smocial's reasonable collection costs. Customer must pay the undisputed portions of Social Smocial's invoice as required by this Agreement. Unpaid invoices not the subject of a written good faith dispute are subject to a finance charge of the maximum rate permitted by applicable law on any overdue fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full.

4.4 SOW Expenses. Customer will be responsible for all reasonable travel expenses, hotel accommodations and any other reasonable out-of-pocket expenses incurred by Social Smocial in connection with the Consulting Services. Such expenses will be charged at cost and will be included on the relevant invoice for the Consulting Services.

5. Agreement Term; Termination for Cause; SOW Termination; Effect of Termination; Survival.

5.1 Agreement Term. The Agreement will commence on the Subscription Start Date of the first Sales Order (the "Effective Date") and will remain in effect until the later of (i) the Subscription Term in all Sales Orders has expired or has otherwise been terminated; or (ii) the completion or termination of the Consulting Services set forth in any SOW (the "Agreement Term"). Notwithstanding the foregoing, if immediately following the expiration of the Subscription Term in any Sales Order, the Parties are negotiating a renewal of such Sales Order, the Agreement Term will remain in effect for a reasonable period of time to allow the Parties to effect such renewal. Nothing contained herein will extend the Subscription Term set forth in any Sales Order.

5.2 Termination for Cause. If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate the applicable Provisioning Document or this Agreement in whole.

5.3 SOW Termination. Social Smocial may terminate a SOW upon thirty (30) days written notice to Customer if Customer's performance, as reasonably determined by Social Smocial, unduly delays or prevents Social Smocial from performing its obligations in a timely or effective manner.

5.4 Effect of Termination. If Social Smocial terminates a Provisioning Document for Customer's uncured material breach (i) all undisputed fees set forth in the terminated Provisioning Document will be immediately due and

payable; (ii) all rights granted thereunder will immediately terminate; and (iii) if such terminated Provisioning Document includes fees for usage of the Subscription Services in excess of the Usage Rights, such fees are also immediately due and payable. If Customer terminates a Provisioning Document for Social Smocial's uncured material breach, Customer will be entitled to a pro-rata refund for applicable prepaid fees under such terminated Provisioning Document for the Social Smocial Services not performed as of the date of termination. If either Party terminates a SOW, Customer is responsible for all outstanding fees and expenses incurred under that SOW prior to the date of termination and all fees for online training and packaged professional services (e.g., Launch Pack) under that SOW. Upon completion of the Agreement Term, all rights to access and use the Subscription Services will terminate. Customer may delete or retain Customer Data during the Subscription Term, subject to applicable Usage Rights. If requested by Customer in writing prior to completion of the Subscription Term, Social Smocial will maintain Customer Data for up to sixty days after completion of the Subscription Term provided Customer is in compliance with its then-current Usage Rights. Prior to the completion of the sixty-day extension period and if requested in writing, Social Smocial will provide Customer a copy of the Customer Data currently in its possession in the same format then available within the Subscription Services. Upon completion of the sixty days extension period (if requested) or thirty days after the completion of the Agreement Term (if no extension was requested in writing), Social Smocial will irretrievably delete and destroy Customer Data and, if requested in writing, Social Smocial will certify to such destruction in writing.

5.5 Survival. The following sections of this Agreement will survive the termination of the Agreement: Section 2.1 (Restrictions); Section 3 (Ownership: Subscription Services; Deliverables; Customer Data; Permitted Use of Customer Data subsections (ii) and (iv)); Section 4 (Fees; Taxes and Currency; Invoices, Failure to Pay and Disputes; SOW Expenses); Section 6.5 (Implied Warranties); Section 7 (Indemnification); Section 8 (Limitation of Liability); Section 9 (Confidential Information) and Section 11 (General Terms).

6. Warranties; Warranty Remedies; Implied Warranties; Product Changes; Use of Subcontractors.

6.1 General Warranty. Each Party represents and warrants to the other Party that it has the power and authority to enter into the Agreement.

6.2 Subscription Services Warranty. Social Smocial warrants the Subscription Services, under normal use, will (i) substantially perform in accordance with the applicable documentation located at SocialSmocial.com/documents; and (ii) be provided in a manner consistent with generally accepted industry standards.

6.3 Consulting Services Warranty. Social Smocial warrants the Consulting Services will be performed in a professional and workmanlike manner.

6.4 Warranty Remedies. Customer will notify Social Smocial of any Subscription Services deficiencies under Section 6.2 within 45 days of the date on which the condition giving rise to the claim first appeared or Consulting Services warranty deficiencies under Sections 6.3 within 30 days of the performance of the deficient Consulting Services, and, in either case, Customer's exclusive remedy will be the re-performance of the deficient Social Smocial Services. If Social

Smocial cannot re-perform such deficient Social Smocial Services as warranted, Customer will be entitled to terminate the deficient Social Smocial Services, as applicable, under Section 5.2 above and recover a pro-rata portion of the fees paid to Social Smocial for such deficient Social Smocial Services, and such refund will be Social Smocial's entire liability.

6.5 Implied Warranties. To the maximum extent permitted by law and except for the express warranties in this Agreement, Social Smocial provides the Social Smocial Services on an "as-is" basis. Social Smocial, its Affiliates, and third-party providers disclaim and make no other representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy. Customer acknowledges: (i) neither Social Smocial, its Affiliates nor its third party providers controls Customer equipment or the transfer of data over communications facilities (including the internet); (ii) the Subscription Services may be subject to limitations, interruptions, delays, cancellations, and other problems inherent in the use of the communications facilities (including search engines and social media channels); and (iii) it is fully responsible to install appropriate security updates and patches. Social Smocial, its Affiliates, and its third-party providers are not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage resulting from these problems.

6.6 Product Changes. Social Smocial reserves the right to change or discontinue individual features within the Subscription Services upon prior written notice via the Subscription Services portal. To the extent any such changes result in a material reduction of overall functionality without a comparable replacement, Social Smocial will refund Customer a pro-rata portion of all prepaid fees associated with the discontinued Subscription Services for which no comparable replacement was provided.

6.7 Use of Subcontractors. Customer agrees Social Smocial may use subcontractors in the performance of the Consulting Services. Where Social Smocial subcontracts any of its obligations concerning the Consulting Services, Social Smocial will not be relieved of its obligations to Customer under this Agreement.

7. Indemnification. For the purposes of this Agreement: (i) "Claim" means a claim, action, complaint, or legal regulatory body, administrative or judicial proceeding filed against or made to a Party; (ii) "Indemnified Party" means Customer when Social Smocial is the Indemnifying Party and Social Smocial when Customer is the Indemnifying Party; and (iii) "Indemnifying Party" means (i) Social Smocial with respect to Claims arising under Section 7.1; and (ii) Customer with respect to Claims arising from Section 7.2.

7.1 Social Smocial Intellectual Property Indemnity. Social Smocial will defend, at its expense, any third-party Claim against Customer during the Agreement Term to the extent the Claim alleges: (i) the Social Smocial Services directly infringes the third party's patent, copyright, or trademark; or (ii) Social Smocial has misappropriated the third party's trade secret ("Infringement Claim"). Social Smocial will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Social Smocial). In the defence or settlement of any Infringement Claim, Social Smocial may, at its sole option and expense: (a) procure for Customer the right to continue using the Social

Smocial Services under the terms of this Agreement; (b) replace or modify the allegedly infringing Social Smocial Services to avoid the infringement; or (c) where (a) or (b) are not reasonably or commercially feasible, terminate Customer's subscription and access to the Social Smocial Services (or its infringing part) and refund any prepaid unused fees as of the date of termination. Social Smocial will have no liability for any Infringement Claim that arises from any: (x) use of the Social Smocial Services in violation of this Agreement; (y) modification of the Social Smocial Services by Customer (or any third party acting on Customer's behalf); or (z) third-party products, services, hardware, software, or other materials, or combination of these with the Social Smocial Services, if the Social Smocial Services would not be infringing without this combination.

7.2 Customer Data Indemnity. Customer will defend Social Smocial against any Claim brought against Social Smocial by a third-party alleging Customer Data infringes the intellectual property, privacy or other rights of the claimant and will pay Social Smocial for finally awarded damages and costs and Customer-approved settlements of the Claim.

7.3 Conditions, Assistance, Exclusive Remedy. Indemnifying Party, as applicable, will have no liability for any Claim under section 7.1 or 7.2 that arises from any failure of Indemnified Party to: (i) notify Indemnifying Party in writing of the Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that Indemnifying Party is prejudiced by this failure; (ii) provide Indemnifying Party with reasonable assistance requested by the Indemnifying Party, at the Indemnifying Party's cost, for the defence or settlement (as applicable) of the Claim; (iii) provide Indemnifying Party with the exclusive right to control and the authority to settle the Claim; or (iv) refrain from making admissions or statements about the Claim without Indemnifying Party's prior written consent. The remedies in this Section 7 (Indemnification) are, in addition to any termination or suspension remedies expressly set forth in this Agreement, the Indemnified Party's sole and exclusive remedies and the Indemnifying Party's sole liability regarding the subject matter giving rise to any Claim.

8. Limitation of Liability.

8.1 Subject to Section 8.3, neither Party will be liable to the other Party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages; loss of profits; loss of reputation, use, or revenue; or interruption of business; or cost of procurement of substitute goods, service or technology. This Section 8.1 does not apply to those amounts expressly recoverable by the Indemnified Party under Section 7 (Indemnification) regardless of how such amounts are classified for damages purposes.

8.2 Subject to Section 8.3, the maximum aggregate liability of each Party for all Claims under this Agreement is limited to an amount equal to the aggregate of the fees payable by Customer under the applicable Sales Order during the 12 months before the initial Claim.

8.3 Sections 8.1 and 8.2 (Limitation of Liability):

8.3.1 Apply regardless of the form or source of Claim or loss, including negligence, whether the Claim or loss was foreseeable, and whether a Party has been advised of the possibility of the Claim or loss; and

8.3.2 Do not apply to Customer's liability for Claims arising out of use of Social Smocial Services beyond the scope of any

rights granted under this Agreement, or Customer's failure to pay any amounts owing to Social Smocial under this Agreement.

8.4 Regardless of anything to the contrary herein, Social Smocial undertakes no liability for any Customer Data elements prohibited by the Acceptable Use Policy or any third-party technology acquired by Customer to interact with the Subscription Services. The limitations of liability set forth in this Section 8 do not apply to the extent prohibited by law.

9. Confidential Information. As used herein, "Confidential Information" means non-public or proprietary information about a disclosing Party's business related to technical, commercial, financial, employee, or planning information that is disclosed by the disclosing Party to the other Party in connection with this Agreement, and (i) is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (ii) is not identified as confidential at the time of disclosure, but is by its nature confidential or the receiving Party knows, or ought reasonably to know, is confidential. The terms and conditions of this Agreement will be deemed Confidential Information of Social Smocial without any marking or further designation. "Confidential Information" does not include information that: (a) has become public knowledge through no fault of the receiving Party; (b) was known to the receiving Party, free of any confidentiality obligations, before its disclosure by the disclosing Party; (c) becomes known to the receiving Party, free of any confidentiality obligations, from a source other than the disclosing Party; or (d) is independently developed by the receiving Party without use of Confidential Information.

9.1 The receiving Party will treat Confidential Information with reasonable care, and disclose only on a need to know basis or as permitted under this Agreement. The receiving Party will only use Confidential Information for the purposes of performing its obligations or as permitted under this Agreement. However, a receiving Party may disclose Confidential Information: (i) if approved by the other Party in writing; (ii) if required by law or regulation; (iii) in the event of dispute between the Parties, as necessary to establish the rights of either Party; or (iv) as necessary to provide the Social Smocial Services hereunder. In the case of (ii) and (iii), the disclosing Party will provide reasonable advance notice to the other Party and provide reasonable assistance to limit the scope of the disclosure unless prohibited by law or regulation.

9.2 For the purpose of this Section 9 (Confidentiality) and the definition of "Confidential Information," a reference to a Party means a Party and its Affiliates. The receiving Party is responsible for ensuring that its representatives and Affiliates fully comply with the obligations of the receiving Party under this Section.

10. Insurance; Data Security.

10.1 Insurance. Social Smocial will, at its expense, procure and maintain throughout the Agreement Term insurance policies and coverages required by law applicable to its business operations and sufficient to support and cover its obligations hereunder. All such policies identified under this Section shall be issued by reputable and financially sound insurance companies authorized to do business in the geographic area where the Social Smocial Services are to be performed. Upon Customer's written request, Social Smocial

shall furnish to Customer a certificate of insurance evidencing that such policies are in full force and effect.

10.2 Data Security. Social Smocial shall maintain appropriate administrative, physical, and technical safeguards designed to protect the security of the Subscription Services and Customer Data in accordance with the attached Social Smocial Security Standards. If Customer's use of the Subscription Services involves processing personal data pursuant to Regulation 2016/679 (the "GDPR") and/or transferring personal data outside the European Economic Area or Switzerland to any country not deemed by the European Commission as providing an adequate level of protection for personal data, the terms of the data processing addendum shall apply to such personal data and be incorporated into the Agreement upon the execution and submission of the data processing addendum to Social Smocial in accordance with its terms. Customer may object to the appointment of a new sub-processor within fourteen (14) calendar days of such notice on reasonable data protection grounds, in which case, Social Smocial shall either: (i) offer an alternative to provide the Subscription Services without use of such sub-processor; or (ii) cease to provide the particular aspect of the Subscription Services that involve use of the objectionable sub-processor. If Customer has an active Sales Order involving use of the sub-processor to which it objects and for which no alternative is provided by Social Smocial, Customer may terminate the impacted portion of the Subscription Services and receive a pro-rata portion of all prepaid fees associated with the terminated portion of the Subscription Services.

11. General Terms.

11.1 Notice. Social Smocial may give general notices for Subscription Services applicable to all customers by means of a notice on the Subscription Services web portal. Specific notices applicable to Users of the Subscription Services, technical support, system security and other account notices will be given by electronic mail to Customer's e-mail address on record in Social Smocial's account information. All legal or dispute-related notices will be sent by first class mail or express delivery, if to Social Smocial, attention Legal Department, at 4 De Grey Ct, Heathridge, 6027, WA., and if to Customer, to Customer's account representative and address on record in Social Smocial's account information or such other addresses as either Party may designate in writing from time to time.

11.2 Force Majeure. Neither Party is liable for failure to perform its obligations under this Agreement (except for any payment obligations) to the extent performance is delayed, prevented, restricted, or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labor action, fire, flood, earthquake, denial of service attacks and other malicious conduct, utility failures, power outages, or governmental acts, orders, or restrictions. Each Party will use reasonable efforts to mitigate the effect of a force majeure event.

11.3 Governing Law, Venue. Unless specifically set forth in the applicable Provisioning Document: (i) this Agreement is governed by and construed under the laws of the state of Western Australia, without regard to any conflict of law rules or principles, and excluding the application of the Sale of Goods; and (ii) the Parties irrevocably submit to the exclusive jurisdiction of the courts of competent jurisdiction in Australia, provided however, Social Smocial will have the right to pursue claims against Customer in any other

jurisdiction worldwide to enforce its rights under this Agreement or to enforce its intellectual property rights.

11.4 Entire Agreement, Order of Precedence. This Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations, and warranties, both written and oral, regarding the subject matter. In the event of a conflict between this Agreement and a contemporaneous or later-dated Provisioning Document, the terms of the contemporaneous or later-dated Provisioning Document will control.

11.5 Customer's Purchase Order. Any terms or conditions in Customer's purchase order or any other related documentation submitted by or on behalf of Customer to Social Smocial do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both Customer and Social Smocial.

11.6 Waiver, Modification. Neither Party's waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties.

11.7 Assignment.

11.7.1 Customer may assign this Agreement in its entirety to a surviving entity under a merger or acquisition of Customer, upon written notice to Social Smocial if the assignment does not expand the scope of the Social Smocial Services and provided that the assignee agrees in writing, for the benefit of Social Smocial, to assume all of Customer's obligations under this Agreement.

11.7.2 Social Smocial may assign this Agreement or delegate its obligations, in whole or in part, to its Affiliates or in connection with a merger, change of control, or acquisition of Social Smocial or the assets of the business to which this Agreement relates, upon written notice to Customer.

11.7.3 Except as provided in this Section 11.7 (Assignment), Customer may not assign, voluntarily, by operation of law or otherwise, any rights or obligations under this Agreement without the prior, written consent of Social Smocial.

11.7.4 Any (attempted) assignment in derogation of this Section 11.7 (Assignment) will be null and void.

11.8 Compliance with Laws. Each Party agrees to abide by all laws, ordinances and regulations (whether international, federal, state, local or provincial) applicable to its performance under this Agreement.

11.9 Counterparts and Signatures. This Agreement (or a component) may be executed in one or more counterparts, each of which constitutes an original and all of which taken together constitutes the same agreement. Each Party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

11.10 No Agency. Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties. No Party has authority to bind the other Party.

11.11 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the

Master Subscription and Services Agreement



Agreement Term and this Agreement will continue in full force and effect.

Attachments: Sample Form Statement of Work

Attachment - Sample Form Statement of Work (Do Not Complete - Form Sample Only)

A. GOVERNING AGREEMENT

This Statement of Work ("SOW") is made pursuant to, and governed by, the Master Subscription and Services Agreement between **Social Smocial, Inc.** and

B. SOW NUMBER, NAME, DATES, ABN AND CURRENCY. Table One - SOW Number, Name, Dates, ABN and Currency

SOW Number:	#000001
SOW Name:	SS12-NE21
SOW Effective Date:	01/01/2021
SOW Expiration Date:	01/01/2022
Social Smocial ABN:	72 671 590 858
Currency:	Australian Dollars