

**MASTER SERVICES AGREEMENT
BETWEEN
XPRIZE Foundation
AND
COMPANY**

This Master Services Agreement (this “Agreement”) is made and entered into as of November 11, 2022 (the “Effective Date”) by and between XPRIZE Foundation, on behalf of itself and its affiliates (“XPRIZE”), and Vatom Corporation (“Company”)

Agreement

1. **Schedules.** This Agreement includes the following Schedules that are attached hereto and hereby made part hereof:

<u>Schedule A</u>	Description of the Services
<u>Schedule B</u>	Pricing [if applicable]
<u>Schedule C</u>	Background Declaration
<u>Schedule D</u>	Contemplated Architecture Components

2. **Term.**

2.1 The term of this Agreement shall commence as of the Effective Date and continue until December 31, 2024, unless terminated earlier pursuant to the terms of Section 10 of this Agreement (the “Term”).

3. **Services; Non-Exclusivity.**

3.1 Commencing on the Effective Date, Company shall provide the Services identified in Schedule A (the “Services”) or a related Statement of Work (“SOW”) to XPRIZE. During the Term, Company shall provide the Services in accordance with agreed standards and in a professional manner using personnel with appropriate experience and expertise. Company shall be responsible for all acts and omissions of, and payment to, employees and subcontractors of Company (“Company Personnel”) providing the Services. Company may not subcontract any of the Services without XPRIZE’s prior written consent.

3.2 **Non-Exclusivity.** This Agreement is nonexclusive and does not grant Company an exclusive right to provide XPRIZE with any services, deliverables, or products, and XPRIZE may use its employees or other contractors to perform the same or similar Services or provide the same or similar products as are to be performed and/or provided by Company hereunder.

4. **Invoicing and Payment.** Unless mutually agreed upon by both parties in writing, Company shall invoice XPRIZE for all fees and services. Company shall not charge XPRIZE for researching, reporting, or correcting invoices-related errors. Each invoice shall contain sufficient detail to allow XPRIZE to identify all Services rendered. XPRIZE shall not be responsible for any fees or expenses invoiced more than four (4) months after the close of the month to which such fees or expenses relate. XPRIZE shall pay each properly completed invoice within sixty (60) days of receipt, except for charges disputed by XPRIZE, provided that the wallet contractor and liquidation services can reasonably move these amounts within

that time. Company understands and agrees to the constraints described that may prevail under these circumstances.

5. **Intellectual Property Rights.**

5.1 **XPRIZE Materials.** In the course of Company's provision of Services, XPRIZE may provide to Company XPRIZE's proprietary information and/or intellectual property, including, but not limited to, technical data, creative designs and concepts, web designs, trade secrets and know-how, customer or Company lists and information, business plans, software, algorithms, programming techniques, business rules, business methods, inventions, drawings, engineering, hardware configuration information, marketing and strategic plans, financial data, processes, technology, and designs which it maintains (the "XPRIZE Materials"). All XPRIZE Material shall be deemed Confidential Information subject to Section 6 Confidentiality herein. XPRIZE hereby grants Company a non-transferable, non-sublicensable, limited license to use the XPRIZE Materials solely as necessary to provide the Services to XPRIZE. XPRIZE does not give Company any interests in, or ownership of, any of the XPRIZE Materials, and all rights not expressly granted are reserved by XPRIZE in XPRIZE Materials. Upon completion of the Services, Company shall promptly return all XPRIZE Materials and deliver all deliverables (including copies thereof) in whatever stage of completion to XPRIZE and shall destroy (and provide written certification of such destruction) all Company's files pertaining to the XPRIZE Materials including deletion of all such XPRIZE materials from its hardware, files, and systems. The parties recognize that Company may provide similar Services to other Company clients and may use or duplicate certain materials as templates or sources for other projects; nevertheless, Company shall not use any work product from its XPRIZE engagement as a source document or template to create deliverables for other Company clients.

5.2 **Company Materials.** The parties acknowledge that materials provided by Company may incorporate technology or content previously developed by Company or which Company has developed (i) without the use of any XPRIZE intellectual property and (ii) for services unrelated to the Services outlined in Schedule A (collectively, the "Company Materials"). Company hereby grants to XPRIZE a perpetual, irrevocable, royalty-free, fully paid-up, transferable, sublicensable, non-exclusive, worldwide license to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of, modify, make, import and otherwise use and exploit all or any portion of the Company Materials to the extent necessary to allow XPRIZE the right to fully enjoy and exploit the Services in a manner consistent with their intended use provided XPRIZE in accordance with the Agreement governing such Services. Nothing contained herein shall restrict the Company's use of materials, techniques, and skills which are generic in nature and not specifically related to an XPRIZE project or do not incorporate XPRIZE Confidential Information. For clarity, it is understood that Company shall own all modifications, improvements, or enhancements made by Company to the Company Materials.

5.3 **Work Product.** The parties acknowledge that the material delivered by Company hereunder may contain pre-existing material developed by Company under similar terms and conditions for others, and Company shall retain all rights, title, and interest in such pre-existing material. Company does, however, grant XPRIZE an irrevocable, non-exclusive, worldwide royalty-free license to use, copy and authorize others to use such pre-existing material in connection with the project for which such material was delivered.

5.4 Company shall not knowingly incorporate within any work product or other deliverable produced by Company in the course of providing the Services (a "Deliverable") any Intellectual Property of any third party without XPRIZE's prior consent and, should it inadvertently do so, it shall, at XPRIZE's request, use its reasonable endeavors to produce at its own cost a replacement Deliverable of equivalent or similar functionality and not incorporating any such third party Intellectual Property or, should the

same not, in Company's reasonable opinion, be reasonably possible through the exercise of such reasonable endeavors, it shall refund to XPRIZE the price paid for such Deliverable and in either case shall thereafter have no further liability of any kind or extent to XPRIZE in relation to such Deliverable (but without prejudice to any liability arising elsewhere under this Agreement). If Company does knowingly incorporate within any Deliverable any Intellectual Property of any third party without XPRIZE's prior consent, Company shall indemnify XPRIZE against any and all losses, damages or costs that the XPRIZE may incur or become obligated to pay arising out of or resulting from any claim by such third party that the Company's provision of Services or XPRIZE's use or exploitation of such Deliverable infringes or misappropriates such Intellectual Property of such third party save and to the extent that such losses, damages or costs are or were reasonably avoidable by the XPRIZE. At the request of XPRIZE and to the extent only that such costs relate to those elements of any claim not reasonably avoidable by XPRIZE, at Company's own expense but otherwise at XPRIZE's expense, the Company shall provide all reasonable assistance to enable XPRIZE to resist any such claim brought by such third party against XPRIZE.

5.5 Background Declaration. Company shall properly identify in Schedule C the background Intellectual Property Rights that will be brought into the provision of Services by Company. The declaration shall include the following : (a) the nature of the item, i.e., design, software, patent, etc., (b) type of protection (patent, trade secret, copyright, industrial design) for each declared item; (c) ownership information; and (d) confidentiality.

5.6 The Background declaration shall be compared against the Foreground declaration at the expiration or termination of the Agreement in order to establish a clear understanding of the ownership regime and access rights for all the Intellectual Property assets within the Agreement, i.e., what has been generated under the Agreement (Foreground) and what was brought by Company to the Agreement (Background).

5.7 Notwithstanding the foregoing, where the Background is not declared by Company in Schedule C, Company shall not exclude the Background from the Work Product as set out in Section 5.3 above.

6. Confidential Information. All data and information regarding XPRIZE, its accounts, affiliates, customers, products, processes, systems, strategies, or proprietary third-party products shall be deemed Confidential Information. Company and its authorized subcontractors shall maintain all such Confidential Information in strict confidence and not use it for Company's own benefit or for any purpose whatsoever other than providing services to XPRIZE pursuant to this Agreement.

7. XPRIZE Data. All XPRIZE Data is, or shall be, and shall remain the property of XPRIZE and shall be deemed confidential information of XPRIZE subject to Section 6. Unless XPRIZE has granted prior written approval, the XPRIZE Data shall not be (a) used by Company other than is necessary for Company's performance under this Agreement and solely in connection with providing the Services and the performance of Company's obligations under this Agreement, (b) disclosed, sold, assigned, leased, or otherwise provided to third parties by Company or (c) commercially exploited by or on behalf of Company. Company shall not possess or assert encumbrances or other rights in or to XPRIZE Data. Company hereby irrevocably and perpetually assigns, transfers, and conveys to XPRIZE or the applicable XPRIZE Entity without further consideration all of its rights, title, and interest in and to the XPRIZE Data. "XPRIZE Data" means all data provided by, accessed from, or through XPRIZE and all data resulting from the Company's processing of such data. XPRIZE acknowledges that data related to transactions of digital wallets and digital wallet use is owned by the wallet holder, and as such this data is excluded from XPRIZE Data definition.

8. **Audit.** Company shall maintain such books and records as are necessary to verify its charges for the performance of the Services. XPRIZE 's representatives, auditors, and regulators shall, upon reasonable notice from XPRIZE, have the right to inspect and audit such books and records.

9. **Independent Contractor.** The parties to this Agreement are independent parties, and nothing contained in this Agreement shall be construed to place the parties in the relationship of employer and employee, partners, principal, agent, or joint ventures. Neither party shall have the power to bind or obligate the other party, nor shall either party hold itself out as having such authority. At no time shall any Company Personnel represent themselves as an employee of XPRIZE or be considered an employee of XPRIZE. Company shall be solely responsible for all compensation, benefits, tax liabilities, insurance, and other contributions or deductions which may be due with respect to any Company Personnel.

10. **Termination.**

10.1 XPRIZE may terminate this Agreement upon 20 business days' notice to Company. Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within 30 days after the terminating party gives written notice of such breach to the breaching party.

10.2 If the performance of the Company is not in compliance with the requirements of their obligations and this Agreement or Company has defaulted and failed to cure such breach, XPRIZE may terminate this Agreement. Upon such termination by XPRIZE, Company shall refund any payment received but not yet earned, including payment for services not rendered, work not performed, goods not delivered, and expenses forwarded.

10.3 Upon expiration or termination of this Agreement for any reason at any time, neither XPRIZE nor Company shall have any further obligations under this Agreement to the other party, except as outlined in Sections 5, 6, 7, 8, 9, 11, 12, 13 and 14. If this Agreement expires or is terminated, then upon request, (a) Company shall return to XPRIZE all proprietary and/or confidential information of XPRIZE (including XPRIZE Data and XPRIZE Intellectual Property) in possession of Company or Company's affiliates or agents (including Personnel) and (b) XPRIZE shall return to Company all proprietary and/or confidential information of Company in possession of XPRIZE.

11. **Stand Alone Agreement.** This Agreement is a stand-alone document and is not part of or governed by any other agreement between XPRIZE and Company.

12. **Limitations on Liability; Warranty.**

12.1 **EXCEPT FOR CLAIMS BASED ON A BREACH OF SECTION 6 OR OBLIGATIONS UNDER SECTION 13, NEITHER PARTY SHALL MAKE A CLAIM AGAINST, NOR BE LIABLE TO, THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR LOST PROFITS SUFFERED BY IT BECAUSE OF THIS AGREEMENT OR BECAUSE OF EITHER PARTY'S PERFORMANCE OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. EACH PARTY'S AGGREGATE AND CUMULATIVE LIABILITY TO THE OTHER FOR ANY DIRECT DAMAGES HEREUNDER SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID OR PAYABLE BY XPRIZE TO THE COMPANY.**

12.2 **EXCEPT FOR (A) NON-INFRINGEMENT, (B) COMPLIANCE WITH LAW, AND (C) CONFORMANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OUTLINED IN SCHEDULE A, NEITHER PARTY MAKES WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

13. **Indemnification.**

13.1 Company shall indemnify, defend and hold harmless XPRIZE and its affiliates, successors, and assigns (and its and their respective officers, directors, employees, customers, and agents) from and against any final awards of damages based upon (i) any claim that any portion of the Services provided by Company pursuant to this Agreement, infringes, misappropriates or violates any copyright, trademark, patent, trade secret, privacy, publicity or other intellectual property or proprietary right of any person; (ii) a breach of Company's confidentiality obligations; or (iii) any claim relating to any negligent act, omission or willful misconduct on the part of Company, its personnel, subcontractors, and/or agent

13.2 **XPRIZE's Indemnities.** XPRIZE shall indemnify, defend and hold harmless Company and its affiliates, successors, and assigns (and its and their respective officers, directors, employees, customers, and agents) from and against any final awards of damages based upon any claim that information provided by XPRIZE to Company pursuant to this Agreement infringes, misappropriates or violates any copyright, trademark, patent, trade secret, privacy, publicity or other intellectual property or proprietary right of any person.

14. **Infringement.**

14.1 Subject to the limitations of liability and cap on damages set forth in Section 12 and the remainder of this Section 14, Company will defend against any third party claim brought against XPRIZE that a Deliverable infringes any copyright or trade secret of a third party under the laws of the United States ("IP Claim") and indemnify XPRIZE for the resulting costs and damages finally awarded against Client by a court of competent jurisdiction or agreed to in settlement. Notwithstanding the foregoing, Company will have no obligation with respect to any IP Claim based on: (i) XPRIZE's modification of the Deliverables or the Services, or use of the Deliverables or the Services, other than as contemplated by this Agreement; (ii) XPRIZE's failure to use corrections or enhancements made available by Company; (iii) XPRIZE's use of the Deliverables or the Services in combination with any product, materials or information not owned or developed by Company; (iv) XPRIZE's distribution, marketing or use for the benefit of third parties of the Deliverables or the Services; or (v) information, direction, specification, materials or XPRIZE Materials provided by XPRIZE or any third party

14.2 **Infringement Remedies.** If the allegedly infringing Deliverable becomes, or in Company's opinion be likely to become, the subject of an IP Claim, Company will, at Company's option and expense, do one of the following: (i) procure the rights necessary for XPRIZE to make continued use of the affected Deliverable, (ii) replace or modify the affected Deliverables to make them non-infringing, or (iii) direct the return of the affected Deliverable and refund that portion of the fees paid by XPRIZE for the affected Deliverable less a reasonable amount for XPRIZE's use of and benefit from the affected Deliverable up to the time of return. Nothing in this Section 14.2 will limit Company's obligation under Section 14, provided that XPRIZE replaces the allegedly infringing Deliverable upon Company's making alternate Deliverable available to XPRIZE or XPRIZE discontinues using the allegedly infringing Deliverable upon receiving Company's notice.

14.3 **Notice of claim.** Each party shall give the other, or its representative immediate notice of any suit or action filed, prompt notice of any claim made, against them arising out of the performance of this Agreement or arising out of the practice of the inventions licensed hereunder. Notwithstanding the foregoing, If a third party asserts a lien, encumbrance or other claim against Company, Company shall promptly notify XPRIZE. Company shall also give XPRIZE notice of any claim made against Company for which indemnification will or could be sought under this Agreement. In addition, Company shall give

XPRIZE such information and cooperations as it may reasonably require and as shall be within Company's power and at such times and places as are convenient for Company.

15. **Miscellaneous.**

15.1 **Entire Agreement; Amendment.** Except as provided otherwise in this Agreement, this Agreement supersedes all prior discussions and agreements between and among Company and XPRIZE concerning the matters contained herein, and this Agreement, together with its Schedules, constitutes the sole and entire agreement among the parties with respect to the subject matter hereof. This Agreement may be amended by an instrument in writing to be executed by the parties, their successors, or assignees.

15.2 **Compliance with Law.** The parties shall comply with, and comply with, all applicable federal, state, and municipal statutes, laws, ordinances, and regulations, including, without limitation, those relating to privacy, security, environment, Occupational Safety and Health Administration, labor standards, and any permits, licenses, and certifications Client is required to have.

15.3 **Dispute Resolution.** The parties agree: (a) to negotiate in good faith to resolve any dispute arising hereunder; and (b) to submit any dispute not so resolved to binding arbitration, to be held in Los Angeles County, California, through and under the JAMS Comprehensive Arbitration Rules, upon written demand by either party. Each Party will bear its own attorneys' fees and its costs and expenses (including filing fees) and will also bear one-half of the total arbitrator's and other administrative fees of arbitration. The parties agree that the arbitrator's award shall be final and may be filed with and enforced as a final judgment by any court of competent jurisdiction. Each of the parties hereby unconditionally waives any right to a jury trial with respect to and in any action, proceeding, claim, counterclaim, demand, dispute, or other matter whatsoever arising out of this agreement

15.4 **Assignment.** Neither party may assign or transfer this Agreement (including by merger or other change of control) in whole or in part by operation of law or otherwise without the prior written consent of the other party, except that XPRIZE may assign or transfer this Agreement in whole or in part pursuant to a merger or other change of control.

15.5 **Electronic Signatures.** The parties agree that electronic signatures may be utilized for execution of this Agreement and any attachments hereto. The Parties acknowledge and agree that (i) the issuance of an electronic signature shall be valid and enforceable as to the signing Party to the same extent as an original inked signature; and (ii) these documents shall constitute "original" documents when printed from electronic files and records established and maintained by either Party in the normal course of business.

15.6 **Severability; No Waiver.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement. No delay or omission by any party or to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the party waiving its rights.

15.7 **Notices.** Any notice, consent, approval, or other communication given pursuant to this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended, facsimile (with confirmation of delivery), or overnight delivery services (with confirmation of delivery), addressed to such party at the address set forth below. A party may designate a different address by notice to the other party given in accordance herewith.

To XPRIZE :

XPRIZE Foundation
10736 Jefferson Blvd, Suite 406
Culver City, CA 90230
Attention: General Counsel
Ose.Ugochukwu@xprize.org

To Company:

Vatom Corporation
543 Broadway St
Venice, CA 90291
Attention: Marc Delesalle
marc@vatom.com

15.8 **Governing Law.** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of California, excluding its conflicts of laws rules.


15.9 **Use of the Other Party's Name.** Except as may be explicitly set forth in this Agreement, nothing herein shall be construed as an implied license by XPRIZE to use XPRIZE 's trademarks, symbols, service marks, name, logos, or the like. Neither Party shall use the name, logo, service marks, domain names, symbols, or any other name or mark of the other Party in advertising or promotional materials or otherwise, without the prior written consent of the other Party. Company shall have the sole right to label and brand its services and products and shall have the sole right to use its service and product names and brands. XPRIZE shall have the sole right to label and brand its services and products that are provided by Company or that use Company intellectual property as permitted under this Agreement.

15.10 **Force Majeure.** Force Majeure. Neither Party shall be liable for any delays or failures in performance of its obligations, other than payment obligations, losses or damages due to circumstances beyond its reasonable control, including, without limitation, acts of God, disease, war, terrorism, riot, civil commotion or sabotage, expropriation, condemnation of facilities, changes in law, national or state emergencies or other governmental action, strikes, lockouts, work stoppages or other such labor difficulties, floods, droughts or other severe weather conditions, epidemic, new pandemic, fires, explosions or other catastrophes, or accidents causing damage or destruction of the equipment or property necessary to perform the services, or any similar cause, event, occurrence or condition that is beyond reasonable control. The Party affected by any such event shall promptly notify the other of possible delay in performance within three (3) business days in order to find a mutual solution for performance.


15.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, each of XPRIZE and Company has caused this Agreement to be signed and delivered by its duly authorized representative.

XPRIZE

DocuSigned by:

By: E3404ED34F914A1
Name: Ose Ugochukwu
Title: General Counsel

COMPANY

DocuSigned by:

By: DA93988851DA407...
Name: Eric Pulier
Title: CEO

SCHEDULE A**DESCRIPTION OF THE SERVICES**

The following milestone and deliverable schedule outlines the anticipated work and responsibilities of each party responsible for building and deploying the final product to market. Should the work allocation materially change between the Parties, this section will be revised along with the Pricing (Schedule B) as appropriate. For clarity, Vatom and RampRate (collectively “Subcontractors”) are the only subcontractors under direct contract with XPRIZE and all relevant provisions of this contract are to be carried forth into any subcontractor agreements entered into for this engagement by Subcontractors.

Milestone	Description of Work	Primary Owner(s)	Vatom	Menagerie (Subcontractor to Vatom)	RampRate	XPrize
Milestone 1: Strategy for XPRIZE decentralized community	A roadmap for deploying XPRIZE as part of a web 3 NFT community incentivization system.	MG / RR	Contributed	Co-developed	Co-developed	Reviewed
	Consensus among current leadership / stakeholders on major design decisions - roadmap and budget approval by XPRIZE executives	XPrize				Formally approve
	A budget and quotes from reputable providers for external costs of subsequent steps	RR/MG	Approved	Approved	Developed	Approved
Milestone 2: Legal & Tax Framework	A set of executable documents by which a Swiss Association or other new entity that will manage the web 3 NFT community incentivization systems	MG		Developed		Review / Approve
	A set of executable documents by which the existing 501c3 will relate to this new entity (e.g. in transferring assets and IP)	Xprize		Incorporate in other docs		Create
	A set of executable documents by which core principles of web 3 NFT community incentivization systems are established as a legal framework	MG		Create template		Adapt template to their legal context
	An informed set of legal opinions on how these guidelines will govern web 3 NFT community participation in major economic markets such as the US, EU, etc.	3rd Party Legal - RR / MG to lead search & coordinate		Co-procure & oversee	Co-procure & oversee	Review / Approve
	Xprize's legal team validates that the business intent of a decentralized Xprize's venture is adequately reflected in the proposed contracts.	Xprize		Recommend approval		Formally approve
Milestone 3: Self-Sovereign Identity Model	A 3rd party self-sovereign web 3 NFT identity platform is contracted to manage user identities in the XPRIZE community	Vatom	Integrate	Recommend	Recommend	Review / Approve

Milestone	Description of Work	Primary Owner(s)	Vatom	Menagerie (Subcontractor to Vatom)	RampRate	XPrize
	This platform is configured to only request and share information that is material to the interests of XPRIZE's new venture engagement	Vatom		Customize & deploy		Review / Approve
	The platform is vetted for security and scalability	Vatom				Conduct
	An initial deployment of this platform is deployed within the community toolset	Vatom / MG	Deploy	Develop & Test		Review / Approve
	It is integrated with other technologies / processes including metaverse, KYC / payments, etc.	Vatom / MG	Lead	Support		Review / Approve
	Xprize's team accepts the launch as a minimum viable deployment to start initial engagement on Xprize's new venture engagement.	Xprize		Recommend approval		Formally approve
Milestone 4: Universal Wallet	A 3rd party wallet for fungible and non-fungible tokens is deployed and configured for tokens that will be utilized by the decentralized XPRIZE community at launch	Vatom	Customize & deploy			Review / Approve
	Wallet is set up for web 3 NFT community engagement without funding the wallets with fungible tokens	Vatom / MG	Customize & deploy	Test / debug		Review / Approve
	Vatom coordinates the integration of the wallet into the metaverse XPRIZE setup	Vatom	Customize & deploy			Review / Approve
	Xprize's team accepts the token wallet launch as a minimum viable deployment to start initial engagement on Xprize's new venture engagement	Xprize				Formally approve
Milestone 5: web 3 NFT community incentivization system design & implementation	A web 3 NFT community incentivization system that is designed and deployed to power a self-sustaining community based on the principles and tools developed for DEVxDAO and integrated with the wallets and identity management systems	MG / Vatom	Integrate & test	Customize & deploy		Review / Approve
	This milestone demonstrates the web 3 NFT community incentivization system integration with the universal wallet and the identity management systems in Milestones 3 and 4	Vatom	Test / debug			Review / Approve
	The milestone can be accomplished by using a centralized database or integrating onchain in a chosen Layer 1	Vatom / MG	Integrate	Test / debug		Review / Approve

Milestone	Description of Work	Primary Owner(s)	Vatom	Menagerie (Subcontractor to Vatom)	RampRate	XPrize
	Web 3 NFT community incentivization system is launched and starts minting NFTs for activities that advance the formation, structure, and governance of Xprize's new venture engagement.	Xprize / Vatom	Launch			Approve launch
Milestone 6	web 3 NFT community incentivization system and community management	MG		Customize & deploy		Review / Approve
	This milestone may be accomplished by XPRIZE onboarding a certain number of community members	XPrize / MG		Seed catalysts	Develop marketing messages	Pool of supporters to recruit from
	Evidence that onboarded community members use the system created in milestones 1-5	XPrize / MG		Support / debug	Develop marketing messages	Encourage participation
	There is a rep-weighted vote on a governance issue and the outcome is properly implemented as designed in the system.	XPrize / MG		Support / debug	Develop marketing messages	Encourage participation
Milestone 7	This milestone requires the integration of the prior work accomplished in milestones 1-6 into a functional user interface that integrates many functions	MG		Collect & present proof		Review / Approve
	A portfolio of tools will be given to the XPRIZE community to modify the structure of how they interact through a metaverse, both in terms of form (cosmetics, UI) and function (e.g. forum moderation, rep earned for specific activities).	MG / Vatom	Debug, support	Deploy, test		Review / Approve
	These community UX tools will be integrated into the reputation and governance systems to ensure that decisions are subject to consensus-based on community principles.	MG		Deploy, test		Review / Approve
	There is a set of configuration tools that allow 2 different communities to have different configurations in form or in function	MG		Deploy, test		Review / Approve
Milestone 8	The web 3 NFT community incentivization system operates within an established set of implemented, configured, and integrated community tools including:	MG		Collect & present proof		Review / Approve
	Forums - allowing written / asynchronous communication	MG / Vatom	Deploy	Customize		Review / Approve
	Metaverse - allowing avatar-based representation and synchronous interaction	Vatom	Deploy			Review / Approve

Milestone	Description of Work	Primary Owner(s)	Vatom	Menagerie (Subcontractor to Vatom)	RampRate	XPrize
	Marketplace - allowing smart contracts to be entered into	MG / Vatom	Integrate	Deploy		Review / Approve
	Payment - allowing transactions (specific method of tokens, fiat, or intermediate step such as Tilia points TBD)	MG / Vatom	Integrate	Deploy		Review / Approve
	Xprize's team accepts the launch as a minimum viable deployment to start initial engagement on Xprize's new venture	Xprize				Formally approve
Milestone 9	XPRIZE's new venture engagement exits in alpha / beta testing and becomes a fully functional decentralized community	MG / Vatom	Test / Debug	Test / Debug		Launch to larger audience
	Beta tests and demo will be made available as evidence of milestone accomplishment	MG / Vatom	Test / Debug / Support	Script / run demo	Create presentation	Review / Approve
	Xprize's team launches Xprize's new format/venture/decentralized engagement and starts transitioning its activities into it per the legal framework / roadmap	Xprize	Support	Support		Formally launch
Milestone Approval Protocol	MG/Vatom/RR to provide demo of each milestone to XPrize team	MG / Vatom / RR				
	XPrize to sign off on each milestone	XPrize				
	RR/MG to present to Casper & DXD for vote	MG / RR				
	If approved, XPRIZE & Casper issue instructions to escrow firm for payment	XPrize				

SCHEDULE B**PRICING**

Upon meeting the conditions for the receipt of the first portion of the grant ("Milestone 1"), XPRIZE will have 43,333,333 CSPR transferred to its wallet. Of these amounts, it will liquidate sufficient CSPR to pay external legal and other incidental project costs with such liquidation to follow the processes mandated by the Grant Agreement.

The remaining amounts of this Milestone 1 and 100% of all subsequent amounts to be earned under the Grant Agreement will be allocated as follows (allocations to RampRate to be subject to a separate agreement between RampRate and XPRIZE):

- 60% of the grant amounts actually received will be allocated to a cryptocurrency wallet designated by Vatom. As a condition of receiving these CSPR tokens, Vatom agrees to become a Strategic Contractor and follow the liquidation and staking requirements of the Grant Agreement, coordinating these activities with XPRIZE, as well as mandating that its strategic subcontractor Menagerie AG and any other supplier paid in CSPR tokens abides by these requirements as well.
- 20% of the grant amounts actually received will be allocated to RampRate Inc. ("RampRate") under the terms of a separate agreement to be developed between XPRIZE and RampRate.
- 20% of the grant amounts will be retained by XPRIZE for internal costs of administering and coordinating the processes contemplated by the Grant Agreement

The following amounts of CSPR (per the Grant Agreement) will be allocated in similar fashion (60% Vatom /20% RampRate/20% XPRIZE) for subsequent milestones less liquidation / transfer fees that may be imposed. XPRIZE will use best methods to minimize these fees in consultation with Vatom and RampRate management.

- Milestone 2 – 6,666,667 CSPR
- Milestones 3-8 - 7,333,333 CSPR per milestone
- Milestone 9 – 6,000,000 CSPR

SCHEDULE C

THE PARTIES HAVE AGREED TO DEFER THIS DECLARATION UNTIL THE SCOPE OF THE PROJECT IS FULLY DEFINED. THIS SCHEDULE MAY BE AMENDED FROM TIME TO TIME BY MUTUAL AGREEMENT OF THE PARTIES TO INCORPORATE NEW BACKGROUND IP DECLARATIONS NOT UNDERSTOOD TO BE NECESSARY AT THE OUTSET OF CONTRACT COMMENCEMENT

DECLARATION OF BACKGROUND HELD BY THE COMPANY BEFORE THE EXECUTION OF THE AGREEMENT OR OUTSIDE ITS SCOPE, WHICH IS REQUIRED IN THE COURSE OF THE COMPANY’S PROVISION OF SERVICES.

This form shall be filled in and signed by the Company along with patent, copyright, soft-database, TMs, and Know-How TS forms provided in the tables below.
Name of Company:

The present form is to be used to report on the existing Background Intellectual Property. This document is not an assignment. It simply provides disclosure of the Background Intellectual Property to XPRIZE. As appropriate, please respond to the queries in this form with brief comments and not simply state "yes" and "no." Please feel free to provide additional comments if deemed necessary.

IMPORTANT NOTICE:

I declare that the information in this form is correct to the best of my knowledge.

Name: _____

Signature: _____

Date: _____

Declaration Form (Background Intellectual Property Right) – PATENTS

(A)

Short title of the invention:			
Description:			
Is this background necessary to carry out the project?	NO		Explain:
	YES		

Publications:						
Name of Inventor(s):						
Patented (yes / No) :						
Type of patent*	Filing date	Filing number	Grant date	Grant number	Expiration date	Owner
Inventor(s):						

** If the same technology has been protected through a family of patents, please give details of all the patents. Include further rows if necessary.*

(B) List of licenses granted with regard to the above patent

Licenses	Type of license	Expiration date	Countries	Royalty	Payment terms	Exclusivity	Registered?

Declaration Form (Background Intellectual Property Right) - COPYRIGHT

(A)

Short title of the work:	
Description:	

Is this background necessary to carry out the project?	NO	Explain:				
	YES					
Are any related rights involved, such as producers, publishers, broadcasters, etc.? Please explain						
Publications:						
Name of creator(s):						
Ownership of the work:						
Legal Deposit (yes / No) :						
If yes	Name of a notary or collecting society:		Date of deposit:		Registration Number :	

(B) List of licenses granted with regard to the above copyright

Licenses	Type of license	Expiration date	Countries	Royalty	Payment terms	Exclusivity	Registered?

Declaration Form (Background Intellectual Property Right) - SOFTWARE/DATABASE

A)

Short title of the work:	
--------------------------	--

Description (including details of the intended purpose, programming language, minimum hardware requirements, etc.....)						
Is this background necessary to carry out the project?	NO		Explain:			
	YES					
Please describe the new and original aspects of the creation.						
Has any third-party proprietary technology been used to develop the software/database? Please give details						
Have any open-source or free software components been used to develop the software/database? Please give details						
For databases only: Has any data protected by third-party copyright been used in the database? Please give details						
Publications:						
Name of creator(s):						
Ownership of the work:						
Legal Deposit (yes / No) :						
If yes	Name of a notary or collecting society :		Date of deposit:		Registration Number :	

B) List of licenses granted with regard to the above software/database

Licenses	Type of license	Expiration date	Countries	Royalty	Payment terms	Exclusivity	Registered?

Declaration Form (Background Intellectual Property Right) – TRADEMARKS

A)

Trademark							
Is this TM necessary to carry out the project?	NO		Explain:				
	YES						
Owner							
Description							
Lis of classes (Nice classification)							
Territorial Scope of the TM*	Filing date	Filing number	Type of mark *	Registration date	TM origin **	Expiration date	Owner

* If the same sign has been protected through different TM registrations, please provide details for each application/registration.

B) List of licenses granted with regard to the above trademark

Licenses	Type of license	Expiration date	Countries	Royalty	Payment terms	Exclusivity	Registered?

- Type of the Trademark origin
- Word

– Figurative

– 3D

– Colour

– Sound

– Hologram

– Olfactory

– International Application

– National Application

– Community Trademark

Declaration Form (Background Intellectual Property Right) - KNOW HOW & TRADE SECRETS

Short title of the know-how or trade secret:			
Description:			
Is this background necessary to carry out the project?	NO		Explain:
	YES		
Name of creator(s):			

Has the relevant information been made available to any third party		Third parties to whom the information has been disclosed	NDA* (yes/no)	Date of NDA
NO				

YES			
-----	--	--	--

* NDA stands for "Non-Disclosure Agreement."

B) List of licenses granted with regard to the above knowhow or trade secrets

Licenses	Type of license	Expiration date	Countries	Royalty	Payment terms	Exclusivity	Registered?

SCHEDULE D

Contemplated Architecture Components

The diagram below reflects the current understanding of the status of, and need for, components to satisfy the XPRIZE foundation objectives. For clarification,

- Exists implies these are software components that largely exist outside of the development under this engagement and will be deployed as is, or with minor modifications.
- Planned implies expected components that are on the critical path to achieving the objectives but do not currently exist and will be built (in large part) under this engagement.
- Roadmap implies software components some of which may be needed to fully achieve the objectives but may be out of scope under the initial funding available.

It is expected that this section will undergo revisions as a more detailed architecture is created through collaboration of the parties.

<div style="display: flex; align-items: center;"> <div style="width: 10px; height: 10px; background-color: green; margin-right: 5px;"></div> Exists </div> <div style="display: flex; align-items: center;"> <div style="width: 10px; height: 10px; background-color: blue; margin-right: 5px;"></div> Planned </div> <div style="display: flex; align-items: center;"> <div style="width: 10px; height: 10px; background-color: red; margin-right: 5px;"></div> Roadmap </div>							
Communication			Community Management			System Management	
Discussion Boards	Chat	Virtual Spaces	Voting	Job / Task Board	Ratings / Reviews	System Admin	Statistics / Analytics
Blogs	Document Repo	Community Pages	Smart NFIs	Wallet	Smart Contracts	Security	
News Feeds	Social Feeds	Calendars Events	User Admin	Resource Management	Auctions		
Groups							
Public/Private Profile, Reputation, Status, Skills, Resources, History, Social Connections							
Identity/Presence							

Below is a brief description summarizing the currently understood / contemplated functionality of each component.

COMMUNICATION

Discussion Boards and Chat:

The system must support real-time and searchable forums and form the basis of community communication / discussion. Discord, Slack and similar platforms have proven the utility of subject-based, threaded discussions within subgroups. The commercial or purpose-built component to provide this capability has yet to be determined.

Virtual Spaces:

"Metaverse" environments that enable groups to experience both one-to-many style lectures as well as smaller private multi-way conversations. These technologies provide significant improvement over existing Zoom-like experiences that are primarily focused on small groups or one-to-many experiences.

Blogs, Doc Repos, Community Pages, News Feeds, Social Feeds, Calendars

Which, if any, of these features have not yet been determined as critical path items. These will be revisited as the operational usage scenarios are refined.

COMMUNITY MANAGEMENT

Job/Task Board/Voting

At the heart of this project is a system that allows communities to self-organize and self-manage. The needs of the community may get posted as tasks/jobs and then can go into an auction process or some other delegation decision process. These tasks may involve financial or status awards and may demand particular skill sets or other requirements. The system needs to make the posting process easy and generalized.

For those tasks that require a community-decision, the system will manage a voting process. The end goal is to assign the task to worker(s). XPRIZE intends to also use this platform to aid in the selection of prizes for future. In that regard, the concept is that XPRIZE might offer 10 prizes for the communities to vote for (e.g. 1 of 10, 2 of 10). This is anticipated to be new (not preexisting functionality) and is on the critical path to success for this overall initiative. It is anticipated that 100K to 10M or more voters may be engaged in near-realtime (minutes to hour long voting windows).

Ratings/Reviews (Reputation)

For a community to self-manage and self-organize, a reputation system is necessary. Such a system needs to be able to bootstrap itself by capturing the information related to contribution metrics. These measures motivate workers, protect job posters and should reflect the nature of real-world reputation dynamics.

Smart Contracts

Some aspects of the job board/voting/reputation system will benefit from Blockchain technologies. By providing a distributed, trustless platform to store data and process transactions, blockchains can prevent many forms of corruption and disputes.

Resource Management

Communities often wish to share resources. The system will provide these communities with the ability to do so through a management system that can track, control and reward shared assets. These may be virtual or real-world assets contributed by donors or the community members themselves. For example, a community member might own a theater that they are willing to host events at. This may involve fiat or token payments or may simply impact reputation/status.

User Admin

Communities need to be able to flag participants who break the established rules of engagement. This component is needed to provide features to warn, temporarily ban, or permanently ban any participant.

Smart NFTs/Wallets

As we move from an "Internet of Information" to an "Internet Of Value", people are going to engage with communities for more than simply information. They are going to be motivated by rewards ranging from money to access to permissions and abilities. NFT's may provide a secure platform to accomplish this goal. With the goal of reaching the masses of users who do not currently participate in Web3, we will provide a digital wallet to hold and use these NFTs for community engagement.

SYSTEM MANAGEMENT

System Admin

The platform will include backend tools to manage the system itself. From system settings to configuration parameters to monitoring tools, the system admin tools are aimed at operations managers. It is anticipated that Contractor will likely host these non-blockchain administration functions once deployed.

Statistics/Analytics

Understanding how the platform is being used will be critical to measuring the success and planning future priorities. Stats and analytics will be generated for a wide variety of measures from user behavior to value tracking to trend analysis, etc...

Security

Underlying all components of the platform will be an approach to security designed to prevent damage, theft, cheating and other unacceptable attacks on the project. It is anticipated that the system will use existing, proven approaches at every layer from transport to application and processing.