

Master Service Agreement

This Master Service Agreement (the "**Agreement**"), is executed as of date June 15th, 2022 the ("**Effective Date**"), is

between

Quantigo AI Incorporated, a corporation registered under the Federal laws of Canada and having an address at 2 Bloor Street East, Suite 3500 Toronto ON M4W 1A8 Canada and its Affiliates (the "**Service Provider**")

and

SURVAI a corporation organized and existing under the laws of USA and having its registered address at 407 S Kenmore Ave, Los Angeles, 90020 and its Affiliates (the "**Customer**").

Service Provider and Customer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Customer desires to retain Service Provider to provide Services upon the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

In consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS

"**Affiliates**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the Party at issue. "**Control**", for purposes of this definition of Affiliates, means (i) the ownership of greater than fifty percent (50%) of the voting power to elect directors of the company, or (ii) direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the Party at issue.

"**Agreement**" has the meaning set forth in the preamble.

"**Change Order**" has the meaning set forth in Section 5.2.

"**Confidential Information**" means any information that is treated as confidential by a Party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information. Confidential Information includes any and all Customer Materials, Pre-Existing Materials and Deliverables.

"**Customer**" has the meaning set forth in the preamble.

"Customer Materials" any documents, data, know-how, methodologies, software and other materials provided to Service Provider by Customer, datasets, guidelines and specifications.

"Deliverables" means all work product, documents and other materials that are delivered to Customer hereunder or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in a Statement of Work.

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Key Personnel" means any Service Provider Personnel who is identified as being key in a Statement of Work.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Service Provider Materials" means all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by Service Provider in connection with performing the Services, in each case developed or acquired by the Service Provider prior to the commencement or independently of this Agreement.

"Receiving Party" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"Service Provider" has the meaning set forth in the preamble.

"Service Provider Personnel" means all employees and Person engaged by Service Provider to perform the Services.

"Services" mean any professional or other services to be provided by Service Provider under this Agreement, as described in more detail in the Statement of Work(s), and Service Provider's obligations under this Agreement.

"Statement of Work" or SOW means each Statement of Work, Scope of Work, Service Order, or Quote entered into by the Parties under this Agreement.

"Term" has the meaning set forth in Section 3.

2. SERVICES

- 2.1. Service Provider shall, provide the Services pursuant to this Agreement and the relevant Statements of Work during the Term using suitably skilled, experienced and qualified Service Provider Personnel.
- 2.2. Each Statement of Work shall set forth the following:
 - a. The Services to be performed
 - b. Any deliverables resulting from such Services ("Deliverables")
 - c. The schedule for performance of such Services ("Schedule")
 - d. Fees for such Services and Deliverables ("Fees")
- 2.3. Multiple Statements of Work may be outstanding at any particular time. All Statements of Work entered into by the Parties will specifically reference this Agreement and are deemed incorporated into and made a part of this Agreement.
- 2.4. Service Provider has the right to engage any Person to perform part or all of the Services under this Agreement, provided that Service Provider will not be relieved of its obligations under the Agreement and the Service Provider shall remain responsible for the performance of such Person.
- 2.5. The Service Provider shall be responsible for procuring any and all rights, licenses, consents, approvals, information, materials, assets and any other documents, including but not limited to consents or licenses from third-party Intellectual Property Rights owners for any material or content used in the Deliverables, to the extent required for the purposes of this Agreement.

3. TERM

- 3.1. This Agreement shall commence as of the Effective Date and shall continue in effect for an initial term of one (1) year (such initial term referred to in this Agreement as the "Initial Term"). Thereafter, the term of the Agreement shall be automatically renewed annually on the anniversary of the Effective Date for additional one (1) year renewal terms (any such subsequent renewal terms referred to in this Agreement as a "Renewal Term"), unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term hereof. Collectively, the Initial Term and any subsequent Renewal Terms shall constitute the "Term".
- 3.2. If this Agreement expires and there are any Statements of Work that have subscription periods that extend beyond the effective date of expiration or termination of this Agreement, then this Agreement shall remain in effect in respect to such Statements of Work until such subscription periods have completed, whereupon this Agreement shall expire (subject to Section 11.4). If this Agreement is terminated for material breach by either of the Parties then all Statements of Work shall terminate at the same time as this Agreement terminates.

4. FEES AND EXPENSES; PAYMENT TERMS

- 4.1. In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the Fees set forth in the applicable Statement of Work. Service Provider has the right to review the Fees and implement applicable increases as required, with the prior written consent of Customer.
- 4.2. Terms of Payment. All Fees and charges are payable by the Customer as per the payment schedule described in the respective Statement of Work. All payments shall be made in U.S.

currency without any deduction or offset except as specifically provided in writing by Service Provider. Payment to Service Provider of such Fees pursuant to this Section 4 shall constitute payment in full for the performance of the Services, and, Customer shall not be responsible for paying any other fees, costs or expenses. Any applicable payment not received from Customer by the applicable due date may accrue, at Service Provider's discretion, late charges at the rate of 1.5% per month on any outstanding balance (19.57% per annum), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, plus all applicable expenses of collection.

- 4.3. Taxes. As per Canadian Revenue Agency Bulletin B-090, this work classifies as a "zero-rated service", and is exempt from Canadian Harmonized Sales Tax as Customer will be taking delivery outside of Canada. Customer represents and warrants that it is a Non-Registrant and Non-Resident for the purposes of Canadian Harmonized Sales Tax.
- 4.4. Each Party shall be responsible for the payment of its own taxes arising from this Agreement as required under applicable law.
- 4.5. Disputed Payments. In the event Customer in good faith disputes any of Service Provider's charges, Customer shall (a) promptly pay all undisputed charges and (b) notify Service Provider in writing of any such disputed amounts within thirty (30) days from when payment was due, identifying in reasonable detail its reasons for the dispute and the nature and amount of the dispute. All amounts not timely and appropriately disputed shall be deemed final and not subject to further dispute. Service Provider will review the amounts in dispute within (10) business days after receipt of notice of dispute. If Service Provider determines that Customer was charged or billed in error, either a credit for the amount charged or billed incorrectly will be made to Customer's next payment, or a refund, at the choice of Customer.
- 4.6. Suspension or Termination of Services. If payment in full for Services performed under any Statement of Work (other than for payments validly disputed by Customer in good faith) is not received on its due date, Service Provider shall have the right to suspend Services until such time as Customer has paid such charges in full. Service Provider shall give Customer written notice of its right to suspend Services and provide Customer seven (7) day advance notice before such suspension. Following such payment, Service Provider shall immediately reinstate the Services. Failure by Customer to pay for such Services within seven (7) days after any suspension shall be deemed to constitute a termination of the Services. At such termination, all outstanding payments to Service Provider for Services previously rendered up to the effective date of termination under the relevant Statement of Work shall be due immediately. No cancellation or termination under this Section shall relieve Customer from its obligations to pay for Services under any Statement of Work not so cancelled or terminated.

5. CHANGE ORDERS

- 5.1. If either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. If Service Provider wishes to proceed with such request, then it shall, within a reasonable time after such request, provide a written estimate to Customer of:
 - a. the likely time required to implement the change;
 - b. any necessary variations to the Fees and other charges for the Services arising from the change;
 - c. the likely effect of the change on the Services; and
 - d. any other impact the change might have on the performance of this Agreement.

- 5.2. As soon as practicable, after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing.

6. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

- 6.1. Any Deliverables which are custom-made, designed or developed solely for Customer by Service Provider under this Agreement (as described more fully in the relevant Statement of Work) shall belong exclusively to Customer upon payment of applicable Fees due under the applicable Statement of Work and, to the fullest extent permissible under applicable law, will be deemed a "work for hire." Upon payment of the applicable Fees due under the applicable Statement of Work, Service Provider hereby assigns to Customer all of Service Provider's right, title and interest in and to all Deliverables and any Intellectual Property Rights related thereto, and waives any "moral rights" therein. Customer shall have the exclusive right, in perpetuity and throughout the world to use, reproduce, modify, adapt, make derivative works of and otherwise exploit the Deliverables at its sole and absolute discretion without payment of any royalties, accountings or other amounts to the Service Provider.
- 6.2. Subject to the terms and conditions herein, Customer hereby grants to Service Provider a limited, non-exclusive, revocable, non-transferable and non-sublicensable license during the Term, to internally use the intellectual property comprising the Deliverables and Customer Materials to the extent reasonably necessary to continue providing the Services hereunder.
- 6.3. The Parties acknowledge that, during the course of providing Services and Deliverables, Service Provider may use Service Provider Materials. Nothing in this Agreement will vest in Customer any ownership interest in Service Provider Materials or in any Intellectual Property Rights in Service Provider Materials. For greater certainty, Service Provider and its Person are and shall remain, the sole and exclusive owner of all right, title and interest in and to the Service Provider Materials, including all Intellectual Property Rights therein.
- 6.4. Each Party hereby agrees not to infringe the Intellectual Property Rights of the other Party. Unless otherwise specifically provided in this Agreement, no Party hereto shall have any right, title, claims or interest in or to the Intellectual Property Rights of the other Party. Except to the minimum extent permitted under applicable law and except as expressly authorized under this Agreement, no Party may copy, modify or translate the Intellectual Property Rights of the other Party or related documentation, or decompile, disassemble or reverse engineer it, or use it other than in connection with the Services, or grant any other person or entity the right to do any of the foregoing. Unless otherwise specifically provided in this Agreement, no Party is authorized to distribute or to authorize others to distribute the Intellectual Property Rights of the other Party in any manner without the prior written consent of the other Party provided, however, that nothing in this sentence would preclude (a) the Customer from using the Service Provider's Intellectual Property to the extent incorporated into the Services and/or Deliverables and strictly necessary for the Customer to utilize the full functionality of the Services and/or Deliverables and (b) the Service Provider from using the Customer's Intellectual Property to the extent incorporated into the Services and/or Deliverables and strictly necessary for the Service Provider to ensure the delivery of the Services and/or the Deliverables.

7. CONFIDENTIAL INFORMATION

- 7.1. Except with the Disclosing Party's prior written permission, the Receiving Party agrees:

- a. not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to any Person who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 7;
 - b. to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and
 - c. to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.
- 7.2. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other remedy. If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.
- 7.3. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).
- 7.4. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. Each Party represents and warrants that:
- a. The execution and delivery of this Agreement has been authorized by all necessary will not breach any contractual duty it has to a third party;
 - b. It has and will have full and sufficient right, title or authority to enter into and perform its obligations under this Agreement.
 - c. it has obtained and will maintain all applicable licenses, permits, registration and other such items required to perform its obligations under this Agreement.
 - d. Are in compliance with all applicable local, provincial, state, federal and foreign laws.
- 8.2. Customer represents and warrants to Service Provider that all information, including Customer information and Customer Materials, provided by Customer to Service Provider is to the best of its knowledge, accurate and sufficient to enable Service Provider to perform its obligations under this Agreement.
- 8.3. Service Provider represents and warrants to perform the Services in a good, workmanlike manner and to the standard of skill and care reasonably expected of a Service Provider qualified, competent and experienced in the provision of Services of the nature of those set out in the Agreement.

- 8.4. Services may be temporarily unavailable because of other causes beyond Service Provider's reasonable control, but Service Provider shall use reasonable efforts to provide advance notice in writing or by e-mail or other electronic medium of any scheduled service disruption.
- 8.5. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 8.6. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8, SERVICE PROVIDER MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNIFICATION

- 9.1. Subject to the terms and conditions of this Agreement, Customer shall, at its own expense, defend Service Provider, its affiliates and its and their directors, officers, employees and agents (the "Service Provider Indemnitees") in any action, suit or proceeding brought by a third party against any of the Service Provider Indemnitees alleging that the Customer Materials, or Customer's use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property or other rights of, or has otherwise harmed, a third party ("Customer Claims") and shall indemnify and hold the Service Provider Indemnitees harmless from and against any settlement amounts agreed in writing by Customer and/or any losses, damages, expenses or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against any of the Service Provider Indemnitees by a court or tribunal of competent jurisdiction in any such Customer Claim.
- 9.2. Subject to the terms and conditions of this Agreement, Service Provider shall, at its own expense, defend Customer in any action, suit or proceeding brought by a third party alleging that the Service and/or Deliverables infringes or misappropriates any patent, trademark, trade secret, copyright or any other intellectual property rights of such third party (an "IP Claim") and shall indemnify and hold Customer harmless from and against any settlement amounts agreed in writing by Service Provider and/or any losses, damages, expenses or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against Customer by a court or tribunal of competent jurisdiction in such IP Claim. As conditions for such defense and indemnification by Service Provider, (i) Customer shall notify Service Provider promptly in writing upon becoming aware of all pending IP Claims; (ii) Customer shall give Service Provider sole control of the defense and settlement of such IP Claims; (iii) Customer shall cooperate fully with Service Provider in the defense or settlement of such IP Claims; and (iv) Customer shall not settle any IP Claims without Service Provider's written consent, or compromise the defense of any such IP Claims or make any admissions in respect thereto.
- 9.3. If (a) Service Provider becomes aware of an actual or potential IP Claim, or (b) Customer provides Service Provider with notice of an actual or potential IP Claim, Service Provider may (or in the case of an injunction against Customer, shall), at Service Provider's sole option and determination: (i) procure for Customer the right to continue to use the Service and/or Deliverables; or (ii) replace or modify the Service and/or Deliverables with equivalent or better functionality so that Customer's

use is no longer infringing; or (iii) if (i) or (ii) are not commercially reasonable, terminate this Agreement and/or the applicable Statement of Works(s) and refund to Customer any pre-paid Fees where Services and/or Deliverables have not been rendered and/or provided, less any applicable outstanding monies owed by Customer to Service Provider under the this Agreement and/or the applicable Statement of Works(s).

- 9.4. The obligations of Service Provider in this Section 9 do not extend to (i) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Service and/or Deliverables furnished by Service Provider with other products, derivative products software or services not provided by Service Provider; (ii) any IP Claim related to any Customer Data, or (iii) any IP Claim related to any use or exercise of any other right in respect to the Service and/or Deliverables outside the scope of the rights granted in this Agreement where applicable.

10. LIMITATION OF LIABILITY

- 10.1. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE SUM OF ALL PAYMENTS MADE BY CUSTOMER TO SERVICE PROVIDER DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. TERMINATION; EFFECT OF TERMINATION

- 11.1. Customer may terminate this Agreement or any Statement of Work, in whole or in part, by providing written notice of such party's desire not to renew at least 30 days prior to expiration of the then-current term pursuant to Section 3 to the Service Provider.
- 11.2. Default. Either Party may terminate this Agreement without penalty, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:
- a. materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice;
 - b. becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within 45 days after filing;
 - c. is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 11.3. Upon expiration or termination of this Agreement for any reason:
- a. Service Provider shall promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid for and all Customer Materials.

- b. Each Party shall (i) return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information, (ii) permanently erase all of the other Party's Confidential Information from its computer systems.

11.4. Termination or expiration of this Agreement shall be without prejudice to the Parties' rights and liabilities that may have accrued prior to such expiration or termination, unless waived in writing by the Party enjoying the right.

11.5. The rights and obligations of the Parties set forth in this Section 6, Section 7, Section 8, Section 10, Section 11, Section 12, and Section 14, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

12. NON-SOLICITATION

12.1. During the Term and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment of any person who performed any work under this Agreement who is then in the employment of the other Party without the prior written consent of such Party. For the avoidance of doubt, the foregoing shall not restrict either Party from hiring any person who: (i) was hired as a result of general advertisements or an approach made by a recruitment agency acting for a Party (which was not specifically instructed to approach such persons set forth in the foregoing), (ii) voluntarily terminated his/her employment with such Party or (iii) voluntarily contacts the other Party and such contact is not in response to a contact initiated by such Party shall not be construed as solicitation or inducement for the purposes of this Section 12.1.

13. FORCE MAJEURE

13.1. Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage ("**Force Majeure**"), provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

14. MISCELLANEOUS

14.1. Each Party shall, upon the reasonable request, as soon as practicable execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

14.2. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have any right, power, or authority to assume, create, or incur, in writing or otherwise,

any expense, liability, or obligation in the name or on behalf of the other Party. Save as expressly stated in this Agreement, this Agreement does not create any right enforceable by any person that is not a Party to this Agreement.

- 14.3. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other Party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.
- 14.4. This Agreement, together with all Schedules, Attachments, Exhibits, Statements of Work, Change Orders, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the applicable Statement of Work; (c) third, any Exhibits and Schedules to this Agreement.
- 14.5. Neither Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, that, upon prior written notice to the other Party, either Party may assign the Agreement to an Affiliate of such Party or to a successor of all or substantially all of the assets of such Party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 14.6. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
- 14.7. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 14.8. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the authorised signatory of each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 14.9. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 14.10. This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario, Canada, without giving effect to any choice or conflict of law provision or rule

that would cause the application of Laws of any jurisdiction other than those of the Province of Ontario, Canada. If a dispute arises between the Parties, the goal is to resolve the dispute quickly, cost-effectively and in an informal manner. However, in the unlikely event that the Parties are unable to resolve any dispute in this manner, all disputes arising out of or in connection with the present agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

14.11. Each Party acknowledges that a breach by a Party of Section 6 (Intellectual Property Rights; Ownership) or Section 7 (Confidentiality) may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

14.12. All notices provided for in this Agreement shall be given in writing and shall be effective when either served by (i) electronic facsimile transmission, electronic mail, other electronic medium, (ii) by hand delivery, express overnight courier service or registered or certified mail, addressed to the Parties at their respective addresses set forth below, or to such other address or addresses as either Party may later specify by written notice to the other. Unless otherwise provided herein, all notices shall be deemed to have been duly given on: (x) the date of receipt if delivered personally or by courier; (y) ten (10) business days (for the recipient) after the date of posting if transmitted by mail; or (z) if transmitted by facsimile or e-mail, the date a confirmation of transmission is received. Each Party may change its address for purposes hereof on not less than five (5) business days (for the other Party) prior notice to the other Party:

If to Service Provider:
 Quantigo AI Incorporated
 2 Bloor Street East, Suite 3500
 Toronto ON M4W 1A8
 Attn: Nasib Ahmed
 Email: nasib@quantigo.ai

If to Customer:
 SurvAI
 407 S Kenmore Ave
 Los Angeles, 90020
 Attn: Jackson Shinpaugh
 Email: jackson.shinpaugh@survai.net

14.13 This Agreement may be executed in any number of counterparts, and may be delivered by electronic PDF or facsimile transmission, all of which shall be considered one and the same agreement and each of which shall be deemed an original instrument.

[signature page follows]

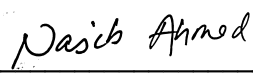
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Signature: 

SurvAI

Name: Sean Backstrom

Title: Founder

Signature: 

Quantigo AI Incorporated

Name: Nasib Ahmed

Title: Founder and President

STATEMENT OF WORK

This **Statement of Work** (SOW) (QS-SUR-0010) is entered on June 15th, 2022 (the “**Effective Date**”) by and between

Quantigo AI Incorporated (the “**Service Provider**”)
And
ServAI (the “**Customer**”),

in pursuant to the **Master Service Agreement** (MSA) #QS-SUR-0010 entered by the Parties on June 15th, 2022.

This SOW shall be governed by the MSA, and capitalised terms used in this SOW have the meanings given to them in the MSA unless otherwise defined.

1. Objective.

Customer is developing a computer vision model and seeks to begin the relationship with a dataset of 1,000 images (“Project”). Project is expected to continue in the long term with intermittent annotation needs. Service Provider has been apprised of the Project and represents that it has the skills, capacity, and any applicable certifications, licenses and permits to perform services relating to the Project as set forth herein (“Services”).

2. Services.

2.1. Service Provider shall, to the best of the ability and expertise, leverage its existing pool of expert annotators and other necessary resources to provide the following services (the “Services”):

- a. Provide polygon annotation service as per the guidelines provided by Customer. The annotations will comprise of 2 object classes.
- b. Verify and maintain 97% accuracy in the annotation of the datasets through the means of expert quality assurance process. Accuracy of the annotations will be calculated based on the following formula:

= Total correct predictions/Total number of predictions

$$\frac{\text{True Positive}}{\text{True Positive} + \text{False Positive} + \text{False Negative}}$$

3. Deliverables.

3.1. Deliverables from the Services provided by Service Provider are to be:

Services	Deliverables
Polygon Annotation	JSON output
Additional Services	As per requirement

4. Acceptance Criteria.

- 4.1. Customer will assess the quality of the Service and Deliverables by manually auditing randomly sampled images from the Deliverables. If the quality of annotations fails to meet the Accuracy Standard, re-annotations will be applied until the results are acceptable by Customer.
- 4.2. Services and Deliverables shall be deemed to be accepted by Customer (a) upon signing the Project Completion Report, or (b) within seven (7) days of delivery of all Services and Deliverables to Customer in the event that Customer has not provided Service Provider with a signed copy of such report.

5. Schedule.

- 5.1. Service Provider shall perform and complete its obligations under this SOW according to the mutually agreed schedule communicated via electronic mail (email)
- 5.2. Changes to the Schedule, if needed, will be communicated, and agreed upon between the Parties via electronic mail (email) or Slack.

6. Responsibilities.

6.1. Service Provider shall:

- a. Use commercially reasonable efforts to deliver all Deliverables to Customer in a timely manner, as set out in this SOW or as agreed between the Parties in writing from time to time.
- b. Maintain clear and continuous communication with Customer until the completion of its obligation under this SOW.
- c. Maintain complete control over Customer Materials and delete all Customer Materials and Deliverables specific to this SOW, within seven (7) days after upon receiving written or verbal request from Customer.

6.2. Customer shall:

- a. Respond with reasonable promptness to any Service Provider's request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this SOW.
- b. Provide such information as Service Provider may reasonably request in order to carry out the Services, within the agreed date communicated, and ensure that it is to the best of its knowledge, complete and accurate in all material respects.

- 6.3. If Service Provider's performance of its obligations under this SOW is prevented or delayed by any act or omission of Customer, its Affiliates or their agents, subcontractors, consultants or employees outside of Service Provider's reasonable control, Service Provider shall not be deemed in breach of its obligations under this SOW or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Fees and Payment.

7.1. In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees:

- a. **Batons (Polygon Annotation) - \$0.032 US per annotation**
- b. **Shields (Polygon Annotation) - \$0.078 US per annotation**

7.2. Payments will be made by the Customer to the Service Provider in the following arrangement:

- a. Payment shall be paid within five (5) days from receipt of the invoice, subjected to the completion and acceptance of all Services and Deliverables.

7.3. Payments will be made by Customer to Service Provider via bank wire transfer, details of which will be provided in the invoice.

7.4. Customer will be responsible for maintaining complete and accurate billing and contact information with Service Provider.

7.5. All Fees under this SOW are non-refundable and non-redeemable through Services and Deliverables beyond the scope of this SOW.

8. Key Personnel.

Services Provider	Customer
Ethan Byun	Jackson Shinpaugh
ethan@quantigo.ai	Jackson.shinpaugh@survai.net

In the event of any conflict between the terms and provisions of the MSA and those of this SOW, the terms and provisions of the MSA shall govern.

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be effective as of the Effective Date.

SIGNED FOR: ServAI Signature:  Name: Sean Backstrom Title: Founder and CEO	SIGNED FOR: Quantigo AI Incorporated Signature:  Name: Nasib Ahmed Title: Founder and President
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TITLE	Master Services Agreement & Statement of Work between SurvAI...
FILE NAME	MSA_QS-SUR-0010_20220615.pdf and 1 other
DOCUMENT ID	64f54983b7984fa4168f556268f371bf1ea5176f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



06 / 16 / 2022
17:56:56 UTC

Sent for signature to Nasib Ahmed (nasib@quantigo.ai) and Sean Backstrom (sean.backstrom@survai.net) from ethan@quantigo.ai
IP: 76.67.6.126



06 / 16 / 2022
18:26:46 UTC

Viewed by Nasib Ahmed (nasib@quantigo.ai)
IP: 216.209.229.91



06 / 16 / 2022
18:27:05 UTC

Signed by Nasib Ahmed (nasib@quantigo.ai)
IP: 216.209.229.91



06 / 16 / 2022
18:30:51 UTC

sean.backstrom@survai.net was changed to sean.backstrom@survai.net after requester reassignment.
IP: 76.67.6.126



06 / 17 / 2022
17:28:56 UTC

Viewed by Sean Backstrom (sean.backstrom@survai.net)
IP: 76.94.48.102

TITLE	Master Services Agreement & Statement of Work between SurvAI...
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DOCUMENT ID	64f54983b7984fa4168f556268f371bf1ea5176f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SIGNED

06 / 17 / 2022

17:29:46 UTC

Signed by Sean Backstrom (sean.backstrom@survai.net)

IP: 76.94.48.102



COMPLETED

06 / 17 / 2022

17:29:46 UTC

The document has been completed.