

SAMPLE ORDER FORM

Interplay Platform Subscription Software

[Enter Date]

Prepared by



Questions?

Contact **Brian Sathianathan** at brian@iterate.ai (Chief Digital Officer)

Iterate Interplay Platform Order Form

This Iterate Interplay Platform Order Form ("**Order Form**") dated _____ ("**Order Form Effective Date**") is subject to the terms of the Interplay Platform Agreement (the "**Agreement**") between _____ ("**Customer**") and Iterate Studio Inc. d/b/a Iterate.ai ("**Iterate**") with an effective date of _____.

Customer wants to license and use Iterate, Interplay Platform Core, Subscription Software Components, related services, and the resources through the Interplay Platform to be able to build or operate the Table. Table is Customer's next generation party platform that enables its consumers and consultants to create parties, share content, communicate with guest, increase engagement and eventual conversion to purchasing Customer products.

Capitalized terms not defined in this Order Form are defined in the Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references to: "**Interplay Platform**" shall have the same meaning, as referred to the Interplay Platform Core, Subscription Software Components identified in this Order Form and may be referred to in the Agreement as Interplay Components, or Interplay Platform Subscription Software; "**Support**" or "**Support Level**" may be referred to in the Agreement as Technical Support, or Support Services.

| Interplay Platform Core | | License Features | | Cost |
|-------------------------|---|---|---------------------------|--------------|
| | | Quantity | Support Level | |
| 1 | The Interplay Platform Core may be operated in the following manner: (A) Fully managed by Iterate on the cloud(optional); (B) Managed by Customer on the cloud; or (C) On-premise install on Customer Affiliate systems | Conditional yearly and detailed in Fees below | Application Support Level | License Fees |

| Subscription Software Component | | License Features | | Cost |
|---|---|------------------|----------------------------|---------------------------------------|
| | | Deliverables | Support Level ¹ | |
| Interplay Applications for building the Customer Platform ¹ | | | | |
| 1 | Customer Social; <u>and a landing page website for Customer</u> | Phase I, | Application Support | Interplay Implementation Service Fees |
| 2 | Customer Learning | Phase II | Application Support | |
| 3 | Customer Administrative | Phase III | Application Support | |
| Application Support Level Description. During the Subscription Term, Iterate will provide <u>support for Applications in all production environments</u> . Customer collaboration may be necessary for some issues, and these will be routed accordingly for appropriate resolution and to provide solutions for problems, as applicable, in accordance with Exhibit B (Support Plan Description). | | | | |

¹ Unless specifically indicated in this Order Form, Applications/Components/Prototypes itemized in the Interplay Platform above are offered together at a fee set forth in Fees below. During the Subscription Term Customer may request additional Applications/Components/Prototypes which may be included with an addendum to this Order Form and are subject to additional cost as mutually agreed. Also, both parties agree that in the event additional Applications/Components/Prototypes are added, the existing Applications/Components/Prototypes may require customization and that will result in an addendum to this Order Form to reflect revised Fees.

1. Interplay Platform Hosting Services¹

| Standard Hosting | Cost |
|--|----------------------------|
| Interplay Application Hosting (<i>only applicable when hosted by Iterate and in this case, there will be a separate invoice passed through to the customer</i>). | To be passed as applicable |

¹Additional hosting costs (as mutually agreed in writing) will be charged to Customer based on the scale and technical needs of new applications.

2. Interplay Maintenance and Professional Services

| Standard Maintenance | Short Name | Cost |
|--|-------------|---------------------------------------|
| During the Subscription Term, Iterate will provide Customer the following standard maintenance services relating to Interplay Platform Subscription Software: (A) correction of errors in Iterate.ai so that Interplay Platform will operate as described, (B) at the sole discretion of Iterate, periodic updates to Interplay that may incorporate: (i) corrections of any errors, (ii) fixes of any minor bugs, (iii) enhancements to the Interplay Subscription Software, and (iv) reasonable ad hoc support to Customer personnel during regular business days Monday through Friday not including national holidays, on the use of Subscription Software. Such limited support may, at Iterate's option, be provided via electronic mail, telephone service, public bulletin boards, or other similar methods. | Maintenance | Interplay Implementation Service Fees |

3. Fees

During the Term, see below the following fee structure

| Interplay Platform Fees Structure | | Duration and Scope | | Extended Tiered Price (USD) |
|-----------------------------------|---|--|-----------------------------------|-----------------------------|
| 1 | License Fees for Interplay Platform <u>Professional</u> Core | 1 cluster 10-12 fully load balanced Instances for front-end, back-end, GPU capabilities | | \$X |
| 2 | Interplay Implementation Service Fees Phase breakdown (See Exhibit C) | First 12 months | | \$X |
| | | Phase 1 | Alpha Release [Enter Timeline] | \$X |
| | | Phase 2 | Beta Release [Enter Timeline] | \$X |
| | | Phase 3 | Release 1.0 [Enter Timeline] | \$X |
| 3 | Program Management | First 12 months | | \$X |
| 4 | Administrative Fees (legal and Operations) | | | \$X |
| TOTAL | | | | \$X |

** Currency: USD - otherwise specified, all amounts are in United States Dollar*

| Innovation Resources - Service Fees | Annual Allocation | Annual Price (USD) |
|-------------------------------------|-------------------|--------------------|
|-------------------------------------|-------------------|--------------------|

| | | |
|---|--|------------|
| Senior front end Engineer (US) | U.S. based 100% allocated | \$X |
| Senior backend Engineer (US) | U.S. based 100% allocated | \$X |
| 2 Remote Engineers | U.S. based 100% allocated | \$X |
| Engineering Manager (75%) + optional 10% AI related work | U.S. based 75% + 10%(optional) allocated | \$X |
| Strategy Sessions & Executive Time Upto 10 sessions and calls | US based Upto 5% executive, curator | \$X |
| UX Designer Ongoing developments on next gen initiatives + Optimizations | U.S. based 25% allocated | \$X |
| Total | | \$X |

* Currency: USD - otherwise specified, all amounts are in United States Dollar.

¹ Upon completion of the first year from the Order Effective Date, Customer may have an option to reduce resources with maintaining a minimum of three resources at all times for support.

² As long as the Service Fee is \$1,500,000, Iterate may accommodate upto two (2) additional resources during critical times to meet agreed timelines. The duration and skill type for appointing this additional resource will be at Iterate's sole discretion.

1. Term

| Term for Interplay Platform Subscription Software | |
|---|--|
| Interplay Platform Subscription Term | The Interplay Platform Subscription term begins on the Order Form Effective Date and continues through a period of three (3) years, at which point this term may be extended by a Transition Term or a Renewal Term (the " Subscription Term "). |
| Hosting Term | The term for the Hosting begins on the Order Form Effective Date and continues for a period of one (1) year and automatically renewed through each anniversary thereof for a period of three (3) years, at which point this term may be extended by a Transition Term or a Renewal Term (the " Hosting Term "). |
| Term for Innovation Resources Services | The term for the Innovation Resources Services begins on the Order Form Effective Date and continues for a period of three (3) years, at which point this term may be extended by a Transition Term or a Renewal Term (the " Service Term "). |
| Transition Term | The Transition Term, unless notice is given pursuant to the Agreement, will auto-renew for a single three (3) month period for the parties to comply with their respective obligations under the Agreement, unless a Renewal Term is mutually agreed by the parties. |
| Renewal Term | The Subscription Term, Hosting Term or the Service Term may be renewed for <u>additional one (1) year period(s)</u> under terms and conditions mutually agreed upon by parties. |

2. Payment Terms. Customer's obligation to pay any amount due under this Order is subject to Section 6 (Fees & Payment) of the Agreement.

A. **Fees & Payment Terms:**

The License Fees, Hosting Fees, and Innovation Team Fees are to be paid monthly in advance throughout their respective Terms, divided into equal installments by the Customer.

| Amount (USD) | Payment Frequency During the Service Term for Each Year | Iterate Invoice Date | Customer Payment Date (Net 30) | Note |
|--------------|---|----------------------|--------------------------------|---|
| \$X | Monthly in Advance | | | To be paid every month during the Term) |

3. Additional Terms

Exhibit A – Service Level Description is attached to and made a part of this Order Form.

Exhibit B – Support Level Description is attached to and made a part of this Order Form.

Exhibit C - Roadmap Description for 2024 is attached and made a part of this Order Form.

| Executive Contact | Invoice Contact |
|---|-----------------|
| Address: | Address: |
| Contact Name: Brian Sathianathan | Contact Name: |
| Contact Title: Chief Digital Officer/Co-Founder | Contact Title: |
| Contact Phone: +1 408 981 3344 | Contact Phone: |
| Contact email: brian@iterate.ai | Contact email: |

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties.

Iterate shall provide Support in accordance with the terms of Iterate's general support offering to its Customers and the terms described in Exhibit B except that if the terms of Iterate's general support offering conflict with the terms set forth in this Order Form, the terms set forth in this Order Form shall control. Without limiting the generality of the foregoing, if Iterate enhances Support as Interplay Components become more mature and complex, Iterate will make such enhanced Support available to its contracted Customers without additional charge.

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Customer in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, in the Agreement).

By signing this Order Form, Customer represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

A license to Interplay Platform is activated, and related fees are due and payable when any one or more Software Components are utilized by Customer.

Each of the parties, by its duly authorized representatives, has executed this Order Form as of the Order Form Effective Date.

Iterate Studio Inc. d/b/a Iterate.ai

Address:

Company:

Address:

By:

Name: Jon Nordmark

Title: CEO

By:

Name:

Title:

Date:

Exhibit A

Interplay Platform Agreement Order Form

Service Level Description

1. **Infrastructure**. The services are supported by commercially reasonable redundant infrastructure supported by cloud systems such as load balancers, autoscaling, secondary and backup databases, multizone backup systems.
2. **Disaster Recovery**. Iterate maintains a disaster recovery site where Customer's data is replicated on a regular basis across various zones. Iterate shall utilize a system to host Interplay that maintains and regularly tests disaster recovery and business continuity plans which meet industry standards and are adequate to provide immediate access to a copy of the User Data. To the extent offered by the third party hosting services provider, these plans (in redacted form if desired), shall be made available to Customer upon request.
3. **Technical Change Management**. Iterate maintains a change management system to ensure review and controlled implementation of changes that Iterate may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Iterate's infrastructure.
4. **Scheduled Maintenance**. The services shall be subject to a regularly scheduled weekly maintenance window. Iterate makes commercially reasonable efforts to establish maintenance windows during times that minimize impact to Customer's users. While most of Iterate's maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Iterate will provide the Customer's primary point of contact as much advance notice of the planned maintenance as is technically feasible. The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance for which Customer is given at least 24 hours advance notice is considered "Scheduled Maintenance".
5. **Availability**. Iterate's goal is to provide access to the services at Iterate's Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Iterate's service level objective is 99.95% Availability measured on a monthly basis.
 - A. Availability for the Subscription Services is measured monthly as a percentage of Scheduled Available Minutes.
 - "Scheduled Available Minutes" are the total minutes in a month less the number of Scheduled Maintenance minutes in the applicable month.
 - "Available Minutes" is the number of Scheduled Available Minutes in a month less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
 - "Availability" is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

For example, in a 30 day month with 4 weekly Scheduled Maintenance windows of 8 hours, there are 41,280 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 8 hrs. x 4 weeks) = 41,280). If the Subscription Services experienced an outage of two hours outside of Schedule Maintenance, there were 41,160 Available Minutes in the month (41,280 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is $41,160 / 41,280 = 99.7\%$.

- B. The following shall not be considered periods of unavailability for purposes of the Availability calculation:
 - Outages due to factors outside of Iterate's reasonable control (for example, a network or device failure at Customer's site or between Customer and Iterate's data centers);
 - Delays in email or webmail transmission to or from the hosted application;

- Connectivity issues outside of Iterate's direct control (e.g., DNS issues);
- Force Majeure events, including pandemic;
- Outages attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Customer;
- Periods of Down Time at Customer's request;
- Outages that result from Customer's equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Iterate's direct control); and
- Performance degradation due to Customer's use of the services in excess of the scope of Customer's license, usage restrictions, or product limitations outlined in the applicable Agreement.

Exhibit B

Interplay Platform Agreement Order Form

Support Plan Description

Interplay Premium Support Plan

A. Features:

- **Customer Applications.** Provisioned as full service to users in your organization. This includes ongoing updates, upgrades and IT operations.
- **Defined Incident Response.** You will know when we expect to respond to your support incident, based on incident severity, business impact, product, and the support options you choose.
- **Unlimited Incidents.** There is no limit to the number of incidents you can submit.
- **Continuous Online Support.** The Support portal is available to you 24x7 to log incidents or find information within the knowledge base.
- **Telephone Access.** During business hours, you can contact our support team via phone or email.
- **Priority Incident Queuing.** We will prioritize your support incidents based on severity and Support Level.
- **Online Communities.** Part of Iterate's social networking tools that allow you to communicate with, and ask questions of, your peers who may have the same Iterate Subscription Software, environment configuration or industry challenges.
- **Critical Incident Support.** Infrastructure outages and critical application halted situations are supported 24x7 until your subscription software is operational, a commercially reasonable workaround is in place, or the incident severity can be lowered.
- **Please note.** For Customers who are on the Interplay Premium Support Plan, 24x7 support is provided for system outages, 24x5 support is provided for application issues.

B. Incident Response:

| Incident Level | Incident Level Description | Response Time | Resolution Time |
|----------------|---|---------------|------------------------------|
| Severity 1 | Critical Issue that halts the system and/or operations to all | < 2 hours | 4 hours |
| Severity 2 | Critical issue that halts the system and/or operations to some users | < 4 hours | 8 hours |
| Severity 3 | Major issue that affects some users but system and operations can continue | < 1 day | 2 Business days |
| Severity 4 | Minor issue that affects some users but system and operations can continue | < 2 days | 4 Business days |
| Severity 5 | Minor issues that are not affecting the system and operations but may require attention | < 3 days | Depends on the business case |

C. Support Routing

Exhibit C

Interplay Platform Agreement Order Form

Roadmap 2024 (Planned Activities)