

SCOPE OF WORK

PROJECT TITLE: Falcon Content Relevance

This Scope of Work is made part of that certain Master Services Agreement (the “AGREEMENT”) entered into by and between the CONTRACTOR and the COMPANY identified therein as Appen Butler Hill Pty Limited. This Scope of Work is entered into by and between the CONTRACTOR and the ORDERING PARTY identified below. Capitalized terms used but not defined in this Scope of Work have the meanings ascribed to them in the Agreement.

Tasks:

1) Contractor will complete any number of judging, rating, content evaluation, translation, research, query review and analysis, or other related tasks according to specific requirements. Contractor may go through an online qualification process cycle. Depending on the project, this qualification cycle could last from a few days to several weeks. There is no payment for participation in the qualification cycle. Ordering Party does not represent or warrant a specific term for engagement with the Contractor nor the volume of work to be performed herein.

2) Project timelines will vary based on project, will be communicated directly by Operations personnel and will be outlined in the verification process. Project commitment may vary based on client and project needs. Project expectations will be clearly communicated during the verification process. While the project requirements specify the deliverables, Contractor determines their own work schedules within the timeframes for the project, while ensuring project expectations are met.

3) Contractor must have PC based hardware with a minimum of Vista or MAC hardware.

4) Service Level Expectations - Every project has unique and well-defined service level expectations. Typical service level metrics are as follows:

Service level – quality metrics:

- Weekly Deliverables: Meet deliverables of project tasks.
- Number of judgments or rate per hour (RPH): # of task pieces completed during a one-hour period.
- Work Accuracy: All work must comply with the task guidelines provided by the Client or internally by the Ordering Party.
- Gold Standard Audits: Gold standard tests may be introduced into the work-flow as a means for assessing work accuracy.

Additional Service Level Metrics will be maintained at all times and will be provided upon entering production. Contractors who do not deliver at the minimum required levels may have their authorization to work on the project terminated. Initial metrics will be defined during qualification and at project start. Additional metrics may be added and thresholds changed as necessary to meet Client obligations, and will be communicated to Contractors on a regular basis.

Underperformance by a Contractor can result in termination of the authorization to work on the project. The Ordering Party will pay the Contractor for deliverables accepted by the Client and submitted to the Ordering Party within the established timeframe.

5) For some projects, the Client may require a review and acceptance period during which the Client reviews the quality of milestones delivered. Any corrections or rework requested must be completed at the Contractor's expense (time). Acceptance of the final deliverable for each task is determined solely by the Client whose judgment is final. The Ordering Party has no responsibility to the Contractor for a rejected deliverable and no financial obligation to the Contractor other than to pay for a valid task. There is no compensation for late or incomplete work.

6) Compensation:

- There is no compensation for the qualification processes required to be eligible for completing tasks in a production environment.
- Contractors will be paid based on active production time (reported hours must match in-time tool trackers where provided), unless payment terms are otherwise defined by Operations personnel.
- Unless otherwise agreed by the Ordering Party in writing, in the event of any discrepancy between the Client's production tool's measurement of hours worked and the number of hours reported by the Contractor, the number of hours measured by Client's production tool (where applicable) shall be final and binding. Discrepancies that are discovered may be grounds for the termination of engagement as stated in Paragraph 3 of the Agreement.
- Project details and assignment information will be provided in an email for each task. If the task is completed and delivered according to the schedule agreed upon, Contractor will be paid at the rates listed below. Rates for other pay per unit tasks will be communicated by the Operations personnel at the time of the task. Payment will be issued according to the Company's invoice cycle.
- Project length: As detailed in the verification process.

7) Contractor understands that the nature of the work to be performed may expose the Contractor to lewd and offensive adult content. Contractor acknowledges the inherent risk of exposure to such adult content and hereby RELEASES AND FOREVER DISCHARGES the Company of and from all claims, demands, actions, causes of action, obligations, agreements, promises, damages, attorneys' fees, costs of litigation, and liabilities of any kind, nature or description whatsoever, relating to the Contractor's exposure to such adult content.

8) Contractor may periodically receive a survey of demographic information and interests. Such a request is optional and data collected from the survey will only be used for targeted demographic data collection. Some clients request data from targeted demographic groups or subject area experts. Those who volunteer their demographic information, subject-area expertise or hobby interests will be considered for such targeted projects.

9) Contractor represents, warrants and covenants that, with respect to any personally identifiable data that Contractor provides to the Ordering Party as required under this Scope of Work (e.g. user names and email addresses) ("Personal Data"), Contractor owns such Personal Data, has the right and authority to disclose the Personal Data to the Ordering Party pursuant to this Scope of Work, and consents to the use by the Ordering Party and the Client of such Personal Data in furtherance of the Client's internal business, which use includes the right to access, receive, collect, view, store, maintain, disclose or otherwise process such Personal Data, provided that the Client does not disclose Personal Data to any other person or entity.

BY ACCEPTING THIS SCOPE OF WORK CONTRACTOR CONFIRMS THAT CONTRACTOR ACCEPTS THE TERMS OF THIS ENGAGEMENT. IF CONTRACTOR CANNOT ACCEPT THE TERMS AND CONDITIONS, THEN

CONTRACTOR MUST NOT ACCEPT BELOW, AND COMPANY AND ITS AFFILIATES WILL NOT ENGAGE CONTRACTOR TO PERFORM THESE SERVICES.

Contractor acknowledges that the relationship with the Company is one of an Independent Contractor as defined in Section 5 of the Master Services Agreement.

CONTRACTOR: PLEASE CLICK BELOW TO ACCEPT THIS SCOPE OF WORK, AND PRINT FOR YOUR RECORDS.

IN WITNESS WHEREOF, each party has executed this Scope of Work, or has caused this Scope of Work to be executed by its duly authorized agents, effective as of the date that Contractor Accepts below.

ORDERING PARTY:
APPEN BUTLER HILL, INC.
Mark Brayan, CEO

Signature Page

By clicking Acknowledge, I, JOSEPH PETERSON, acknowledge that I have read and agree to Scraped Content SoW, shown below, associated with project Scraped Content. I also agree to the hourly rate of USD 9.0 for this project.

Acknowledged by

Date acknowledged