PORTALCODE SERVICE AGREEMENT

This Portalcode Service Agreement ("**Agreement**"), effective as of [effectiveDate_I0YoWhQ] ("**Effective Date**"), sets forth the terms and conditions under which Magic AI, Inc., a Delaware corporation ("**Magic**"), agrees to engage [counterpartyName_pe2SNtd], [counterpartyCorporateForm_9n9cuxc] ("**Development Partner**"). Magic and Development Partner may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Magic desires to provide Development Partner for Development Partner to use Magic's Portalcode service ("**Portalcode Service**") for use in Development Partner's software development services;

WHEREAS, Development Partner, being skilled in the provision of software development services and willing and capable of using Portalcode Service to provide the same, is desirous of entering into this Agreement to receive access to Portalcode Service and receive consideration for such use as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.   **ENGAGEMENT**

1.1.   <u>Services</u>. Subject to the terms and conditions hereof, Magic hereby engages and appoints Development Partner to provide the services ("**Services**") described on each statement of work entered into by Magic and Development Partner ("**SOW**"). Each SOW will be governed by the terms and conditions of this Agreement. In the event of a conflict between any provision in a particular SOW and any provision in this Agreement, the provision in the Agreement will govern, unless the SOW expressly indicates that the SOW should govern.

1.2.   <u>Non-Exclusive</u>. Magic's engagement of Development Partner will be on a non-exclusive basis, and nothing will prevent Magic from entering into any agreements with third parties for the provision of services that are similar or identical to the Services to be provided by Development Partner or for any other activity, at any time, including during the Term.

2.   **SERVICES**

2.1.   <u>Performance Standard</u>. Development Partner shall perform the Services to Magic's satisfaction, in accordance with Magic's instructions and any rules or guidelines supplied by Magic, using the degree of care, skill and diligence generally observed by other first-class companies of the same type, and in accordance with the highest industry standards.

2.2.   <u>Approval</u>. All Services shall strictly conform to the applicable specifications for the same provided by Magic and the terms of this Agreement and SOW ("**Specifications**"). Without limiting the generality of the foregoing, in no event shall Development Partner commence any project or release any materials publicly without Magic's prior written approval. In no event will Magic be obligated to pay for any Services it has rejected.

2.3.   <u>Development Partner Personnel</u>. Development Partner shall use all employees ("**Development Partner Personnel**") necessary to fully perform the Services in accordance with this Agreement. Without limiting Magic's other rights, Magic may, at any time, object to the continued involvement of any Development Partner Personnel in the provision of the Services and, upon notice of such objection to Development Partner, Development Partner shall at no cost to Magic promptly remove

such Development Partner Personnel from Magic's account and appoint suitable replacements that are acceptable to Magic. Development Partner represents and warrants that all Development Partner Personnel are under obligations of confidentiality as strict as those contained herein. Development Partner shall be responsible for all acts and omissions of Development Partner Personnel as though they were its own.

2.4. <u>No Third Parties</u>. Development Partner may not use any Development Partner affiliate or third-party subcontractor/vendor to provide any portion of the Services.

3. COMPENSATION AND COST REIMBURSEMENT

3.1. <u>Compensation</u>. Magic shall pay Development Partner the compensation set forth in each SOW ("**Compensation**") in accordance with the payment schedule(s) set forth in the applicable SOW and the terms hereof, as full and complete consideration for the Services and for all rights granted by Development Partner to Magic herein.

3.2. <u>No Expenses</u>. Magic shall not pay Development Partner for Development Partner's travel or out-of-pocket incurred in connection with the Services, except to the extent such expenses are approved in writing and in advance by the Magic and invoiced at Development Partner's actual cost.

3.3. <u>Payment Terms</u>. Development Partner shall invoice Magic for Compensation and approved expenses, if any, in accordance with the terms of the applicable SOW. Except as otherwise provided in SOW, invoices will be paid within thirty (30) days following Magic's receipt of an undisputed and accurate invoice.

4. RESTRICTIVE COVENANTS

4.1. <u>Non-Solicitation</u>. During the Term and for one (1) year thereafter, neither Party will solicit any employee of the other Party to terminate or reduce their relationship with such Party. This provision does not prohibit either Party from (i) engaging in general advertising or solicitation efforts through any means that are not targeted at the other Party's employees, (ii) hiring any person who responds to such general advertising or solicitation efforts, (iii) hiring any person who contacts the hiring Party on their own initiative without solicitation from the hiring Party, or (iv) hiring any person whose employment or engagement was terminated by the other Party prior to any solicitation.

5. PORTALCODE ACCESS AND USE

5.1. <u>Provision of Access</u>. Subject to Development Partner's compliance with the terms and conditions of this Agreement and the Documentation, Magic hereby grants Development Partner a non-exclusive, non-transferable right to access and use the Portalcode Service during the Term, solely for use by Development Partner Personnel in accordance with the terms and conditions herein. Such use is limited to use in connection with the provision Development Partner's services to its customers.

5.2. <u>Documentation License</u>. Subject to the terms and conditions contained in this Agreement, Magic hereby grants to Development Partner a non-exclusive, non-sublicensable, non-transferable license to use the documentation and similar resources provided by Magic from time to time ("**Documentation**") during the Term solely for Development Partner's internal business purposes in connection with its use of the Services.

5.3. <u>Magic Property</u>. Magic shall own all right, title and interest in and to any information, materials or data provided by Magic to Development Partner hereunder, including Portal, the Documentation and any Magic systems ("**Magic Property**"). Development Partner shall have no rights to

the Magic Property except those limited rights necessary to provide the Services, and Development Partner shall not be permitted to use the Magic Property for its own or any third party's purposes.

5.4. <u>Use Restrictions</u>. Development Partner shall not use the Portalcode Service for any purposes beyond the scope of the access granted in this Agreement. Development Partner shall not at any time, directly or indirectly, and shall not permit any Development Partner Personnel to: (i) upload or transmit malware or illegal content, (ii) copy, modify, or create derivative works of the Portalcode Service or Documentation, in whole or in part; (iii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Portalcode Service or Documentation; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Portalcode Service, in whole or in part; (v) remove any proprietary notices from the Portalcode Service or Documentation; (vi) use the Portalcode Service or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law or (vii) probe, scan or test the vulnerability of any Magic Property.

5.5. <u>Suspension</u>. Notwithstanding anything to the contrary in this Agreement, Magic may temporarily suspend Development Partner's and any Development Partner Personnel's access to any portion or all of the Portalcode Service if: (i) Magic determines in its sole discretion that (A) there is a threat or attack on any of the Magic Property; (B) Development Partner's or any Development Partner Personnel's use of the Magic Property disrupts or poses a security risk to the Magic Property or to any other customer or vendor of Magic; (C) Development Partner, or any Development Partner Personnel, is using the Magic Property for fraudulent or illegal activities; (D) Magic's provision of the Portalcode Service to Development Partner or any Development Partner Personnel is prohibited by applicable law; or (ii) any vendor of Magic has suspended or terminated Development Partner Personnel's access to or use of any third-party services or products required to enable Development Partner to access the Services (any such suspension described in subclause (i) or (ii), a "**Service Suspension**"). Magic will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Development Partner or any Development Partner Personnel may incur as a result of a Service Suspension.

6. OWNERSHIP; DEVELOPMENT PARTNER CONTENT; TRAINING USAGE

6.1. <u>Development Partner Content</u>. As between the Parties and other than Portalcode Feedback (as defined below), Development Partner owns all right, title and interest in and to the information and data input into the Portalcode Service by Development Partner or created by the Portalcode Service and provided to Development Partner ("**Development Partner Content**"). Development Partner hereby grants to Magic a non-exclusive, royalty-free, worldwide license to (i) reproduce and otherwise display and use in any manner the Development Partner Content solely for the purpose of providing the Portalcode Service to Development Partner and (ii) use, modify and adapt the Development Partner Content to evaluate, develop, adapt, modify, enhance or improve the Portalcode Service or any of Magic's other products and services. Except as provided in the foregoing license, Magic may not otherwise use the Development Partner Content for any commercial use.

6.2. <u>Portalcode Feedback</u>. Notwithstanding <u>Section 6.1</u>, as part of the Services, Development Partner will provide Magic with suggestions, recommendation changes or other feedback on the Portalcode Service (including all such feedback provided through feedback forms as part of the Portalcode Service), including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Portalcode Feedback**") and Development Partner hereby assigns to Magic all right, title and interest in and to such Portalcode Feedback and will maintain the confidentiality of such Portalcode Feedback pursuant to <u>Section 10</u>.

6.3.   Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Magic may monitor Development Partner's use of the Portalcode Service and collect and compile data and information related to Development Partner's use of the Portalcode Service to be used by Magic in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Portalcode Service ("**Aggregated Statistics**"). As between Magic and Development Partner, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Magic. Magic may use and make publicly available Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that the use of such Aggregated Statistics does not identify Development Partner or its clients.

6.4.   No Publicity. Neither Party shall use the other Party's name, logo, trademarks, or other identifying information in any press release, public announcement, marketing material, case study, customer list, or other publicity without the prior written consent of the other Party.

7.   DEVELOPMENT PARTNER REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1.   Warranties. Development Partner represents, warrants and covenants that:

7.1.1.   Authority. It has the full right and authority to enter into this Agreement, to fully perform the Services and all of its obligations under this Agreement, and to grant all the rights granted herein, and the execution of this Agreement, performance of the Services and the delivery of the Development Partner Content and Portalcode Feedback does not violate the terms of any existing agreement to which Development Partner is a party;

7.1.2.   Non-Disruption. Development Partner will not disrupt, disable, erase, alter, harm, damage, interfere with or otherwise impair in any way Magic Property or Magic systems; and

7.1.3.   Sanctions; Anti-Bribery.   Development Partner represents and warrants that neither it, nor any director, officer, agent, employee or other person associated with or acting on behalf of it or its affiliates, is located in or listed on any list of US Embargoed Countries or any US Restricted Persons List. "US Embargoed Countries" means countries that are subject to a comprehensive embargo under the Export Administration Regulations or the Office of Foreign Assets Control ("**OFAC**") regulations, including Cuba, Iran, Sudan, Syria, and North Korea. "US Restricted Persons List" means OFAC's list of Specially Designated Nationals and Blocked Persons, the Denied Persons list under the EAR and the Entity list under the EAR. The Development Partner further represents that neither it, nor any director, officer, agent, employee or other person associated with or acting on behalf of it or its affiliates, has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee, to any employee or agent of a private entity with which the Magic does or seeks to do business (a "**Private Sector Counterparty**") or to foreign or domestic political parties or campaigns from corporate funds, (iii) violated or is in violation of any provision of any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**"), the U.K Bribery Act 2010, or any other similar law of any other jurisdiction in which the Magic operates its business, including, in each case, the rules and regulations thereunder, (iv) taken, is currently taking or will take any action in furtherance of an offer, payment, gift or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage or (v) otherwise made any bribe, rebate, payoff, influence payment, unlawful kickback or other unlawful payment.

8.   INDEMNIFICATION & INSURANCE

8.1.   <u>Indemnity</u>.

8.1.1.   <u>Development Partner Indemnity</u>. Development Partner will defend, indemnify and hold Magic and its parents, affiliates, agents, employees, directors, officers and shareholders (individually and collectively, "**Magic Indemnitees**") harmless from and against any and all losses, liabilities, judgments, settlements, damages and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Losses**"), arising out of any claims brought or made against Magic or any other Magic Indemnitees, to the extent such claims are based on, arising out of or related to: (i) any negligence, willful misconduct, violation of applicable law or breach by Development Partner of this Agreement, (ii) the performance or non-performance of the Services; or (iii) any claim that any of the Services violates or infringes upon any right of any third party, including, without limitation, any claims for infringement of patent, trademark, copyright, or other intellectual property right, any claims for violation of any common law or statutory right (including without limitation, right of privacy or the right of publicity), any claims for defamation, slander or libel, and any claim the Services misappropriate a trade secret.

8.1.2.   <u>Magic Indemnity</u>. Magic will defend, indemnify and hold Development Partner and its parents, affiliates, agents, employees, directors, officers and shareholders (individually and collectively, "**Development Partner Indemnitees**") harmless from and against any and all Losses arising out of any claims brought or made against Development Partner or any other Development Partner Indemnitees, to the extent such claims are based on, arising out of or related to: any claim that any of the provision of the Portalcode Service violates or infringes upon any intellectual property right of any third party. For the avoidance of doubt, the foregoing indemnity does not apply to any Development Partner Content (including any output from the Portalcode Service).

8.2.   <u>Indemnity Procedure</u>. The Party seeking indemnification (the "**Indemnified Party**") will give the party from whom indemnification is sought (the "**Indemnifying Party**") prompt written notice of any claim as to which these indemnification provisions apply; provided, however, that any delay in notification shall not vitiate the Indemnifying Party's indemnification obligations unless the Indemnifying Party is materially prejudiced thereby. The Indemnified Party will reasonably cooperate with the Indemnifying Party and assist in the defense of such claim, at the Indemnifying Party's sole cost. The Indemnifying Party, at its own expense, will have the right to select counsel acceptable to the Indemnified Party. Upon request of the Indemnified Party, the Indemnifying Party will allow counsel for the Indemnified Party to participate in the defense, and counsel for both parties shall cooperate with each other. Separate counsel for the Indemnified Party shall be at the Indemnified Party's expense unless such separate counsel is necessary because of independent claims brought against the Indemnified Party, a legal conflict between the Indemnifying Party and the Indemnified Party, or the Indemnifying Party's counsel's failure to adequately defend the indemnification claim. The Indemnifying Party will not enter into any settlement or compromise of any claim or litigation without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld.

8.3.   <u>Insurance</u>. Without limiting any of Development Partner's other obligations under this Agreement, Development Partner, at its own cost and expense, will procure and maintain in force during the Term and, if on a claims made basis, for two (2) years thereafter, with reputable international insurers, adequate occurrence-based insurance to cover Development Partner's obligations and liabilities under this Agreement. For the avoidance of doubt, in no event will the foregoing required insurance coverage be deemed to limit or cap Development Partner's obligations hereunder, including, without limitation, Development Partner's indemnification obligations.

9. TERM AND TERMINATION

9.1. <u>Term</u>. The term of this Agreement shall commence on the Effective Date and continue for one (1) year ("**Initial Term**"). The Parties may extend this Agreement for additional one (1) year terms (each, a "**Renewal Term**") by mutual agreement prior to the onset of the applicable Renewal Term. The Initial Term and any Renewal Terms shall be the "**Term**" of this Agreement.

9.2. <u>Termination for Convenience</u>. Except as otherwise set forth in an SOW, either Party may terminate this Agreement and/or any outstanding SOW without cause and/or for its convenience by giving the other Party two (2) days prior written notice.

10. CONFIDENTIALITY & PUBLICITY

10.1. <u>Confidential Information</u>. Each Party ("**Disclosing Party**") may, in the course of its obligations hereunder, disclose certain Confidential Information to the other Party ("**Receiving Party**"). "Confidential Information" shall include all data, information and materials which should be understood to be confidential or proprietary, and all other data, information or materials which the Disclosing Party designates, either orally or in writing as being confidential, including without limitation, all product and technology information; past, present and future marketing, advertising and promotional activities; sales information; market forecasts and business plans; trade secret information; other business plans; and information concerning customers, distributors and partners. All Magic Property, the Portalcode Service and the Portalcode Feedback shall be considered Confidential Information of Magic. The Development Partner Content shall be considered Confidential Information of Development Partner.

10.2. <u>Disclosure & Use</u>. The Receiving Party agrees that it will not disclose, and will direct all of its Personnel not to disclose, any Confidential Information of the Disclosing Party or furnish copies of any written materials relating to the Confidential Information of the Disclosing Party to any other person, firm or entity; provided that Magic may share such Confidential Information with its service providers as required to provide the Portalcode Service. The Receiving Party may only utilize the Disclosing Party's Confidential Information to provide the Services, as applicable, or otherwise satisfy its obligations pursuant to this Agreement or any SOW, and for no other purpose. In the event that disclosure of Confidential Information is required in order to perform the Services or Portalcode Service, as applicable, the Receiving Party will inform the Disclosing Party and obtain the Disclosing Party's written authorization to disclose the Confidential Information to a third party. If disclosure of Confidential Information to a third party is required in order to perform the Services then the Receiving Party will advise the recipient of its confidential nature, and the recipient must execute a non-disclosure agreement satisfactory to the Disclosing Party. If the disclosure of Confidential Information is required by law, then the Receiving Party shall provide the Disclosing Party with reasonable written notice prior to disclosure so that the Disclosing Party has an opportunity to obtain a protective order. Immediately following termination of this Agreement or for any reason whatsoever, the Receiving Party will return to the Disclosing Party all Confidential Information in its possession and certify in writing by an officer of the Receiving Party that they have deleted all Confidential Information in its possession. The Receiving Party shall be responsible for any violation of the terms of this Section by the Receiving Party's Personnel, affiliates or any person or party who has received access to said Confidential Information from the Receiving Party. The Receiving Party acknowledges that in the event of a breach of this Section, the Disclosing Party shall be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief without further demonstration of irreparable harm or the need to post bond.

10.3. <u>Exceptions</u>. The term Confidential Information does not include any information that the Receiving Party can show by pre-existing written evidence (i) was lawfully in the Receiving Party's possession prior to any disclosure by the Disclosing Party; (ii) is or becomes generally available to the

public other than as a result of disclosure in violation of this Agreement, (iii) is received by the Receiving Party from a third party that, to the Receiving Party's knowledge, has the right to disclose such information, or (iv) is independently developed by the Receiving Party without access to or use of the Confidential Information.

11. DISCLAIMER AND LIMITATIONS OF LIABILITY

11.1. <u>Disclaimer</u>. THE MAGIC PROPERTY IS PROVIDED "AS IS" AND MAGIC HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. MAGIC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. MAGIC MAKES NO WARRANTY OF ANY KIND THAT THE MAGIC PROPERTY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET DEVELOPMENT PARTNER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11.2. <u>Limitations of Liability</u>. IN NO EVENT WILL MAGIC BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER MAGIC WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL MAGIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEVELOPMENT PARTNER UNDER THIS AGREEMENT IN THE 1 (ONE) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. MISCELLANEOUS

12.1. <u>Miscellaneous</u>. Except as expressly provided herein, Development Partner may not assign any part or all of this Agreement, or subcontract or delegate any of its rights or obligations under this Agreement, without Magic's prior written consent. Any attempt to assign, subcontract or delegate in violation of this Agreement is void in each instance. This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns. The parties are independent contractors. Nothing herein creates any partnership, joint venture, agency or employee-employer relationship. Accordingly, neither party nor its employees will be entitled, as a result of this Agreement, to any of the benefits under any employee benefit plan of the other party, nor will either party or its employees be considered employees of the other party for any purpose. No changes to the Agreement are effective unless made pursuant to a mutually agreed and executed amendment. This Agreement constitutes the entire understanding of the parties, and supersedes any prior or contemporaneous agreements, understandings or discussions. If any provisions in this Agreement or portions thereof are held void, then the remaining provisions and portions thereof will continue in full force and effect. This Agreement may be executed in

counterparts (including via exchange of .pdf signature pages). This Agreement and its subject matter are governed by and will be construed in accordance with the laws of the State of California and the exclusive jurisdiction for any disputes arising out of or relating to this Agreement will be the state and federal courts located within the State of California, County of San Francisco. Both parties submit to the jurisdiction of such courts and waive their rights to object to such jurisdiction, including on the basis of *forum non-conveniens*. Both parties waive any and all rights to a trial by jury for any disputes arising out of or relating to this Agreement.

IN WITNESS WHEREOF, Magic and Development Partner have executed this Agreement on the Effective Date.

Magic AI, Inc.   **[counterpartyName_AvbXt3N]**

By: **By:**

_____   _____
(Signature)   *(Signature)*

Name: **Name:**

_____   _____
(Printed Name)   *(Printed Name)*

Title: **Title:** [counterpartySignerTitle_oy
                                                      X3IlV]

Date: **Date:**
_____   _____

This SOW No. 1 ("**SOW**") is entered into and effective as of [effectiveDate_asw2rDf] by and between Magic AI, Inc. ("**Magic**") and [counterpartyName_zXbtaOZ] ("**Development Partner**"), pursuant to the Parties' Portalcode Service Agreement (the "**Agreement**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.   Agreement. This SOW incorporates by reference the Agreement. In the event of any conflict between this SOW and the Agreement, Section 1.1 of the Agreement shall govern. Capitalized terms used but not defined below have the meaning given in the Agreement.

2.   Services & Specifications. Development Partner shall provide the following Services:

- Prior using the Portalcode Service for Development Partner's projects for its clients (such projects, "**Client Projects**" and such clients, "**Clients**"), Development Partner provide Magic with a completed project submission questionnaire for Magic's review. Upon Magic's approval of the proposed project, Development Partner will provide Magic with a written certificate in the form of Exhibit 1 (the "**Client Approval**"), executed by Client, approving use of the Portalcode Services on Client's Client Projects (such projects, "**Approved Projects**").
- Development Partner will have no more than two (2) software development engineers on each Approved Project use the Portalcode Service (such engineers, "**Portalcode Users**").
- Development Partner will instruct the Portalcode Users to use the Portalcode Service as their primary software development tool and to complete the required feedback, including the feedback prompts following longer agent work ("**Agent Session Reviews**") as part of using the Portalcode Service.

3.   Specifications. Magic will perform quality assurance reviews on the Portalcode Feedback provided by Development Partner Personnel to ensure that they are accurate and thorough, as provided in written guidelines for the Portalcode Feedback shared by Magic from time to time (each Agent Session Review that has passed Magic's quality assurance reviews, a "**Passing Review**")

4.   Compensation. Magic shall pay Development Partner the following Compensation for the Services:

- **On a per Approved Project basis**:

    Passing Review Payment:
    For each week in which the Portalcode Service is used and there are at least 50 Passing Reviews: $5/per Passing Review, up to 200 Passing Reviews.

    For each week in which the Portalcode Service is used and there are fewer than 50 Passing Reviews: $0.

    Sustained Use Bonus:
    In addition, upon completion of the fourth, eighth, and twelfth consecutive week of a given Approved Project having continued Portalcode Service use with each

week achieving at least 100 Passing Reviews per week, Magic will pay Development Partner an additional $1,000. bonus.

- For illustrative purposes only, if Development Partner has two projects (Project A and Project B) and at the end the month they have the following stats:

Project A:

Week	1	2	3	4
Passing Reviews	75	75	100	100

Each week exceeded the 50 Passing Review threshold for a total of 350 Passing Reviews (so $1,750 Passing Reviews Payment), but Project A doesn't qualify for the Sustained Use Bonus.

Project B:

Week	1	2	3	4
Passing Reviews	100	100	150	150

Each week exceeded the 50 Passing Review threshold for a total of 500 Passing Reviews (so $2,500 Passing Reviews Payment), and Project B qualifies for the Sustained Use Bonus, so Project B would have a cumulative payment of $3,500 for those four weeks.

Magic shall pay Development Partner such Compensation on a monthly basis to the bank accounts designated by Development Partner to Magic in writing.

IN WITNESS WHEREOF, Magic and Development Partner have executed this Agreement on the SOW Effective Date.

Magic AI, Inc.   **[counterpartyName_tGk7AkA]**

By: **By:**

_____   _____
(Signature)   *(Signature)*

Name: **Name:**

_____   _____
(Printed Name)   *(Printed Name)*

Title: **Title:**   [counterpartySignerTitle_jLpYMsh]

_____   _____
Date: **Date:**

_____   _____

2

Exhibit 1

AI-Powered Tool Consent

We acknowledge that [counterpartyName_KGOxuvN] may use AI-powered tools to provide its services to us more efficiently and we encourage and approve these efforts, provided that

1. [counterpartyName_30f2D0b] and any third-party providers of these AI-powered tools may not re-use any of our code, data or information for any purpose other than (a) to provide their services to [counterpartyName_w1W6NRc] or us, as applicable, and (b) to evaluate, modify, enhance or improve the AI-powered tools or any of their other products or services; and

2. We retain all ownership rights to our intellectual property and data as provided in our contract with [counterpartyName_yzTzxgY].

[CLIENT]

By:

Signature:

Date: