

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") shall govern the provision of services to the

undersigned _____ (the "Client") by fuelAI, inc. Additional terms, such as the services and deliverables to be provided hereunder, the schedule for the delivery thereof and the amount of fees payable therefor are set forth on the attached Schedule of Work (the "SOW") which is hereby incorporated herein by this reference and may, from time to time, be amended upon the written consent of both parties. In the event of any conflict between the terms of any SOW and the terms of this Agreement, the terms of the Agreement shall control.

1. Additional Services, Project Changes

Any services outside the scope of the SOW or changes to previously approved work requested by the Client shall be the subject of an additional SOW or Change of Scope to be approved in writing by both parties. Each such additional SOW or Change of Scope is hereby incorporated herein by this reference.

1. Expenses

Client will pay all usage fees incurred during the length of their agreement. Client also will be apprised of the monthly management costs to be agreed to before entering into agreement for service. Predetermined amount for management and creation of content will be separate from the usage fees per SMS, MMS, EMAIL and MINUTES. Client will be notified in advance for pre-approval of any additional expenses in excess of more than ten percent (10%) of those set forth on the SOW. At Agency's discretion, Client shall either pay such fees directly to the third-party vendor or reimburse Agency therefore upon presentation of applicable invoices. Agency shall maintain records of expenses. Where applicable, Agency will invoice Client for all fees related to acquisition of talent or talent services in advance and will only secure talent services upon receipt of all such fees from Client.

1. Time of Payment and Late-Payment Charges

The Client shall pay Agency for the work performed hereunder as set forth on the applicable SOW. In no event will any payment under this Agreement be contingent on receipt of any monies or other compensation by the Client. For the avoidance of doubt, fees or commissions payable to Agency for media planning and buying services are in addition to, and not inclusive of, Agency's fees for other services which may be listed in the SOW, such as design, branding, hosting, and content distribution and syndication. Delays resulting from the action or inaction of Client may result in an adjustment in fees by Agency, subject to Client approval. Each invoice hereunder is due and payable within 30 days after its invoice date. All rights of the Client herein are conditioned on Agency's receipt of full payment. In addition, Agency may suspend performance of services, tools and withhold delivery of materials until payment in full of all amounts due. Agency shall not be liable for any damages, losses or liabilities that may arise out of Agency's suspension of performance and/or withholding of materials due to Client's non-payment. Late payments shall accrue interest at the rate of 1.5% per month. Agency shall be entitled to all of its costs of collection of amounts outstanding hereunder, including without limitation, the fees of its attorneys.

1. Client Representative

In order to avoid miscommunication, the Client shall appoint a sole representative with full authority to provide or maintain any necessary information and approvals that may be required by Agency (the "Client Representative"). The Client Representative shall be responsible for coordination and review of the Agency's services and notifying Agency of Client instructions, change orders and approvals. The signature or e-mail approval of the Client Representative shall be final and binding on Client. If after the Client Representative has approved a design, the Client or any authorized person alters the scope of work or requires additional services, the Client shall pay all fees and expenses arising from such changes and additional services as set forth in section 1 above.

1. Client Obligations and Materials

The Agency's ability to perform its obligations under this Agreement may be dependent on the Client fulfilling its obligations. The Agency shall not be liable for any costs, charges or losses sustained by the Client arising directly from any failure of the Client to fulfill its obligations under this Agreement. All copy provided by the Client shall be in electronic, Macintosh-compatible format suitable for typesetting. Where photographs, illustrations or other visual materials are provided by the Client, they shall be of professional quality and in a form suitable for reproduction without further preparation or alteration. The Client shall pay all fees and expenses required to bring nonconforming

materials up to such standards. The Client warrants that all assets, concepts, materials, specifications, information and instructions

provided by Client or its agents may be exploited pursuant to this Agreement and any applicable Statement of Work, including on the Internet, without violating any laws and without violating or infringing any rights of any third parties.

1. Approval of Work

Work will not commence until the signed SOW has been received. Within five business days following receipt of any deliverables, the Client will provide Agency with either (a) written approval and acceptance of such deliverable (which will not be unreasonably withheld), or (b) a written list of reasonable modification guidelines that will bring the deliverables into compliance with the SOW. Each deliverable hereunder will be deemed accepted by the Client if, within five business days of its delivery to the Client, the Client does not receive the foregoing written notice.

The Client's written approval of any deliverables, materials, plans or other Work created or produced by the Agency in the course of the provision of the Services, or any cost estimate, will constitute the Agency's authority to purchase, publish, and make contracts for talent, space, time and other facilities and otherwise to do any other act or thing which the Agency considers it reasonable to do in order to carry out its obligations under this Agreement or any Statement of Work. The Agency will not be obliged to commit to any expenditure on behalf of the Client without first receiving written confirmation of the Client's instructions and the Agency will not be responsible for the consequences of any delay on the part of the Client in providing such written confirmation.

1. Suppliers

Unless otherwise stated in this Agreement or agreed by the parties in writing, the Agency's contracts with suppliers in respect of the Services shall be made in accordance with suppliers' standard terms or such other terms as the Agency is able to negotiate with the relevant supplier. The Agency shall act as principal in all such contracts, but all rights and liabilities as between the Client and the Agency shall correspond to those between the Agency and the various suppliers under such conditions, including in particular any service levels and any rights of amendment, omission and cancellation. The Agency shall use reasonable efforts to procure best commercial terms for the Client, and on the Client's written request the Agency shall supply the Client with the relevant terms and conditions. Notwithstanding the above, unless the parties agree to different arrangements in writing, the Agency shall negotiate

with any talent or celebrities (if applicable) on behalf of the Client, but the Client shall contract with such suppliers directly in order to derive maximum benefit from the relationship.

1. Legal Clearances and Indemnification

The Client is responsible for obtaining all legal clearances required for the performance of services hereunder. The Client shall indemnify, defend (at its own cost and expense) and hold Agency and its officers, employees and agents harmless from and against any and all claims, suits, demands, damages, losses and expenses arising from any breach, misrepresentation or other act or omission of the Client.

1. Liability of Agency

Agency shall not be held responsible for delays or nonperformance caused by activities or factors beyond its reasonable control, including delays and nonperformance caused by viruses, denial of service attacks, other acts or omissions by third parties, Internet service providers, the Client or its contractors, strikes, lockouts, work slowdowns or stoppages, accidents, fires, acts of God, terrorism, failure by the Client to timely furnish information or approve or disapprove work, or faulty performance by the Client or others, including third-party contractors hired by Agency or by Client. Agency shall not be liable for any indirect, third-party, incidental, special, consequential, exemplary or punitive damages arising out of this Agreement. Agency's maximum liability under this Agreement shall not exceed the total fees received by it hereunder.

1. Confidential Information; Non-Solicitation

Confidential information is that which relates to the Client's or Agency's research, development, trade secrets or business affairs and includes, in the case of Agency's confidential information, concepts presented to, but not selected by, the Client; it does not include information that is generally known or easily ascertainable by third parties. Agency and the Client shall mutually respect and maintain each other's confidential information and shall use it only to perform their respective obligations hereunder. For the avoidance of doubt, confidential information does not include information which is public knowledge, was in the recipient's possession before receipt or is

independently developed by the recipient. Neither party shall solicit the other's employees, independent contractors or consultants or engage them in any work independent the parties' relationship under this Agreement during the term of the Agreement and for two years thereafter.

1. Rights, Ownership and Usage

Subject to Agency's receiving full payment under this Agreement, Agency assigns to the Client, without representation or warranty, all rights, title and interest Agency may have in any work specifically created by Agency for the Client pursuant to this Agreement, except that:

(a) Agency may use and distribute such work as part of its portfolio for promotional purposes;

(b) Agency shall own and retain all rights to any and all concepts, ideas, designs, proposals and other work and materials (collectively, "Work") which have been presented to the Client but not included in the final work product;

(c) Agency shall own and retain all rights to any technology, technical documentation, inventions, algorithms, software, architecture, logic, navigation, 3d modeling files, animation files and other source files for front-end deliverables, computer programs, source codes, game engines or other backend and background elements, files and features incorporated into or utilized by the Work (collectively, "Background Technology"). Unless the parties agree otherwise in a written and signed Statement of Work, Agency shall retain ownership of any and all Background Technology, including any and all associated intellectual property rights. Agency hereby grants to Client a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, display and perform Agency's Background Technology, in compiled machine-readable object code form only, to the extent incorporated into deliverables provided hereunder strictly for the purposes and in the territories set out in the applicable Statement of Work. Use of Background Technology for any other project, on any other website or in any other medium shall be subject to additional fees and licenses which may be granted or withheld by Agency in its sole discretion; and

(d) If the Client desires to utilize any of the Work, whether accepted or rejected by the Client hereunder, for any marketing campaign, promotion, product, service, advertisement or any other purpose outside the scope of this Agreement, then the Client shall hire Agency to design, create, develop, market and otherwise implement such work. The Client may solicit or hire a third party to implement such Work if, and only if, Agency declines to do so and such third party is hired on terms in no way more beneficial than the terms first offered to Agency.

(e) Subject to the services provided hereunder, Agency shall retain all rights to any illustrations and other proprietary artwork, if any, listed in any SOW (each item, a "Design"), provided that Agency shall not, without Client's prior written consent, use, license, sell or otherwise authorize the use of any Design for use in connection with the marketing or promotion of any consumer product, in any format or medium, electronic or otherwise, for a period of one year from date on which such Design is first published.

Except as otherwise set forth in this Section 11, Agency grants Client the limited, exclusive, irrevocable right to use the Designs as set forth in any SOW.

1. Hosting

In addition to all other services set forth herein, Agency may provide the Client with hosting services in accordance with the Hosting terms set forth in the SOW. In consideration for such hosting services, the Client shall pay Agency the Monthly Hosting Fee set forth in the SOW.

1. Term and Termination

Either party may terminate this Agreement for any reason upon giving 30 days' prior written notice to the other. Upon termination of this Agreement by Client without Agency's fault or consent, Client shall pay Agency, in addition to all the fees earned by Agency pursuant to the terms hereof, an early termination fee equal to 75% of the total remaining fees payable to Agency hereunder (as specified in the SOW), plus any and all expenses and third-party costs reasonably incurred by Agency through the effective date of cancellation. At Agency's election, Client's delay of work under this Agreement for a cumulative period of more than 30 days without Agency's fault or consent shall be considered a termination of this Agreement by Client within the meaning of the immediately

preceding sentence. If Client desires to terminate this Agreement due to Agency's fault, Client shall give Agency written notice detailing the nature of Agency's fault and possible remedies, whereupon Agency shall have a reasonable period of time (but in no event less than 30 days) to cure such fault. Termination by Client without providing the foregoing notice and cure period shall be considered "termination without Agency's fault" as described above.

1. Governing Law; Jurisdiction

This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah, without regard to any conflict of laws principles. Each party hereby irrevocably consents to the exclusive jurisdiction of the State and Federal courts sitting in Utah for the purpose of hearing and deciding any and all disputes, claims and controversies arising out of and relating to this Agreement. The prevailing party in any such action or proceeding shall be awarded all of the costs and fees incurred by it reasonably related thereto, including the fees of its attorneys.

