



MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”), executed on the dates hereinafter and effective on the date of Client acceptance (“Effective Date”) governs the provision of services to the undersigned (“Client”) by Commtrex, Inc. (“Service Provider”). 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. If the terms of any SOW hereunder and the terms of the Agreement conflict, then the terms of the Agreement shall control.

1. Term

The term of the Agreement shall be one year, beginning on the Effective Date. The Agreement shall renew automatically for additional one-year terms beginning on each anniversary of the Effective Date, subject to termination as set out herein.

2. 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 approved in writing by both parties to be enforceable against Service Provider. Each such additional SOW or Change of Scope is hereby incorporated herein by this reference.

3. Expenses

Annual Recurring Expenses

- Annual Listing Subscriptions:
 - Verified
 - Transloading
 - Storage
 - Featured
 - Transloading
 - Storage
 - Rail Services
 - Leasing Services
 - Scrap Services
- Initial Setup Fees
- Associated Fees

Monthly Recurring Expenses

- Sales as a Service

4. Time of Payment and Late-Payments

The Client shall pay Service Provider for the work performed hereunder as set forth on the applicable SOW. Payment shall not be contingent upon receipt of any monies or other compensation to the Client.

Client shall pay Service Provider in advance all Annual Recurring Expenses, Monthly Recurring Expenses, Initial Setup Fees, and Associated Fees. Service Provider shall give notice to Client of Annual Recurring Expenses and Monthly Recurring Expenses in advance of the annual anniversary of the Effective Date, and Client shall pay Service Provider such expenses beginning on such anniversary date. Service Provider shall invoice Client and Client shall promptly pay all fees related to acquisition of talent or talent services in advance, and Service Provider shall only secure talent services upon receipt of all such fees from Client.

Delays resulting from the action or inaction of Client may result in an adjustment in Expenses, Initial Setup Fees, and Additional Fees. Each Expenses renewal hereunder will be automatically charged at the current year rate on the day after contractual subscription date ends. If automatic payment is declined, the Client is legally bound to pay the current year Annual Recurring Expenses and/or Monthly Recurring Expenses upfront, in-full, due and payable within 30 days of the automatic renewal charge.

Service Provider may suspend or terminate its obligations hereunder if Client breaches the Agreement, including failure to make timely payment of any amounts due hereunder. Client shall indemnify Service Provider against and hold Service Provider harmless from all damages, losses, or liabilities arising out of or related to Service Provider's permissible suspension of performance or withholding of materials. Unpaid amounts due shall accrue interest at the lower of 3.5% per month or the maximum interest rate allowed by law, costs of collection, and attorney fees..

4. Client Representative

Client shall appoint a single representative with full authority to provide or maintain any necessary information and approvals that may be required by Service Provider (the "Client Representative"). The Client Representative and only the Client Representative shall coordinate and review the Service Provider's services and notify Service Provider 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 hereunder 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.

5. Client Obligations and Materials

Service Provider shall not be liable for any costs, charges, or losses of Client arising out of or related to any failure of the Client to fulfill its obligations under the Agreement. Client

shall provide any photographs, illustrations, or other visual materials in a professional quality and in a form suitable for reproduction without further preparation or alteration. Client shall pay all fees and expenses required to bring nonconforming materials up to such standards. Client warrants that all assets, concepts, materials, specifications, information, and instructions provided by Client or its agents may be exploited pursuant to the 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.

6. Work and Approval

Service Provider shall not commence any services hereunder until Client has executed the applicable SOW and paid Service Provider any required payments. Within five business days following receipt of any deliverables from Service Provider, Client shall provide Service Provider with either (a) written approval and acceptance of such deliverable (which shall not be unreasonably withheld), or (b) a written list of reasonable modification guidelines to bring the deliverables into compliance with the SOW. Each deliverable hereunder shall be deemed accepted by the Client if, within five business days of its receipt by the Client, the Client does not deliver such written notice to Service Provider.

The Client's written approval of any deliverables, materials, plans or other work created or produced by the Service Provider hereunder shall constitute the Service Provider's authority to purchase, publish, and make contracts for talent, space, time and other facilities and otherwise to do any other act or thing that the Service Provider considers reasonable to carry out its obligations under the Agreement. The Service Provider may withhold commitment to any expenditure on behalf of the Client prior to receiving written confirmation of the Client's instructions, and the Service Provider will not be responsible for the consequences of any delay on the part of the Client in providing such written confirmation.

Service Provider makes no warranties of the assets, concepts, materials, or deliverables it provides pursuant to the Agreement, written or express, and disclaims all such warranties, including without limitation the warranties of merchantability and fitness for a particular purpose.

7. Legal Clearances and Indemnification

Client shall obtain all legal clearances required for the performance of services hereunder. Client shall indemnify Service Provider against and hold Service Provider and its officers, employees and agents harmless from, including attorneys fees and expenses, any claims, suits, demands, damages, losses, and expenses arising out of or related to any breach, misrepresentation or other act or omission of the Client.

8. Liability of Service Provider

Service Provider shall have no liability hereunder 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 Service Provider or by Client. Service Provider shall not be liable for any indirect, third-party, incidental, special, consequential, exemplary or punitive damages arising out of the Agreement. Service Provider's maximum liability under the Agreement shall not exceed the total fees received by it hereunder in the trailing 12 months.

9. Confidential Information; Non-Solicitation

For purposes of the Agreement, "Confidential information" means information that relates to the Client's or Service Provider's research, development, trade secrets or business affairs and includes, in the case of Service Provider's Confidential Information, concepts presented to but not selected by, the Client. Service Provider and the Client shall maintain the confidentiality of and shall not disclose each other's Confidential Information and shall use it only to perform their respective obligations hereunder. Confidential Information does not include information that 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 of the parties' relationship under the Agreement during the term of the Agreement and for two years thereafter.

10. Rights, Ownership and Usage

Subject to Client making full and timely payment to Service Provider of all amounts due hereunder, Service Provider assigns to Client, without representation or warranty, all rights, title, and interest that Service Provider may have in any work specifically created by Service Provider for the Client pursuant to the Agreement, except that:

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

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

(c) Service Provider shall own and retain all rights to any technology, artificial intelligence "AI", 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").

(d) Service Provider shall retain ownership of any and all background technology, including any and all associated intellectual property rights ("Background Technology"). Service Provider hereby grants to Client a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, display and perform Service Provider'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 Service Provider in its sole discretion.

(e) 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 the Agreement, then the Client shall hire Service Provider 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, Service Provider declines to do so and such third party is hired on terms in no way more beneficial than the terms first offered to Service Provider.

(f) Service Provider shall retain all rights to any illustrations and other proprietary artwork, if any, listed in any SOW (each item, a "Design"), provided that Service Provider 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, Service Provider grants Client the limited, exclusive, irrevocable right to use the Designs as set forth in any SOW.

11. Term and Termination

Client may terminate the Agreement for any reason upon giving 30 days' prior written notice to the Service Provider of Annual Recurring Expense end dates, and/or Monthly Recurring Expense end dates. Service Provider may terminate the Agreement for any reason upon giving 30 days' prior written notice to the Client.

Upon termination of the Agreement by Service Provider for Client non-payment of Annual Recurring Expenses and/or Monthly Recurring Expenses, Client shall pay Service Provider, in addition to all the fees earned by Service Provider pursuant to the terms hereof, a termination fee equal to 75% of the total remaining Expenses payable to Service Provider hereunder (as specified in the SOW), plus any and all expenses and third-party costs reasonably incurred by Service Provider through the effective date of non-payment.

At Service Provider's election, Client's delay of work under the Agreement for a cumulative period of more than 30 days without Service Provider's fault or consent shall be considered a termination of the Agreement by Client within the meaning of the immediately preceding sentence.

If Client seeks to terminate the Agreement due to allegations of Service Provider's fault, Client shall give Service Provider written notice detailing the nature of Service Provider's fault and possible remedies, whereupon Service Provider 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 Service Provider's fault" as described above.

12. Governing Law; Jurisdiction

The Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, 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 Texas for the purpose of hearing and deciding any disputes, claims, and controversies arising out of or related to the Agreement. The prevailing party in any such action or proceeding shall be awarded all costs and fees incurred by it reasonably related thereto, including the fees of its attorneys.