



SOFTWARE AS A SERVICE “SAAS” AGREEMENT

This SOFTWARE AS A SERVICE “SaaS” AGREEMENT (“Agreement”) is entered into on the date of registration via www.curios.com (the “Effective Date”) between Curios, Inc., a Delaware Corporation located at 1101 W 34th Street #207, Austin, TX 78705, USA (“Curios”), and the registrant who filled out the form on www.curios.com (“Customer”).

WHEREAS, Curios is the developer and owner of certain software and technology known as the Curios Platform and Curios Media Server;

WHEREAS, Customer desires to enter into an agreement with Curios whereby Customer may obtain access to the Curios software and technology in the form of “software as a service” provided by Curios (the “Services”), and Curios wishes to provide the Services to Customer on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SAAS SERVICES AND SUPPORT

- a. Subject to the terms of this Agreement, Curios grants to Customer a personal, non-transferable and nonexclusive worldwide license to use the Services. Curios will use commercially reasonable efforts to provide Customer the Services in the form of the Curios Front-End Bidding Engine and Ecommerce Platform, Back-End Admin Interface, and Secondary Blockchain Market in accordance with the Service Level Terms attached hereto as Exhibit “A.”
- b. Subject to the terms hereof, Curios will provide Customer with reasonable technical support services in accordance with Curios’s standard practices as described in Exhibit “A” hereto. Customer shall designate an implementation coordinator to work with and assist Curios with Customer’s use of the Services. Customer shall be solely responsible for management and operation of Customer’s technology following implementation of the Services by Customer.

2. RESTRICTIONS AND RESPONSIBILITIES

- a. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Curios or authorized within the Services).
- b. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Curios’s standard published policies then in effect (including Curios’s Privacy Policy and Terms of Use and Terms of Service) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Curios against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Curios has no obligation to monitor Customer’s use of the Services, Curios may do so and may limit use of the Services it reasonably believes are in material violation of Curios’s standard published policies then in effect. Curios will provide written notice to Customer of any such violation and a 5 business day period in which Customer may cure such violation.
- c. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment,

Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account or the Equipment with or without Customer's knowledge or consent. Curios shall immediately notify Customer upon Curios's awareness of any material breach of, or other security incident involving, Curios's systems or network that could cause or permit access to Customer information inconsistent with this Agreement, and such notice shall include the details of the breach, disclosure or security incident. Curios shall fully cooperate with Customer in determining, as may be necessary or appropriate, actions that need to be taken including the full scope of the breach, disclosure or security incident, corrective steps to be taken by Curios, and the nature and content of any customer notifications.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- a. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose trade secrets, business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Curios includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Curios to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. The foregoing shall not limit either party from disclosing Proprietary Information to its legal or accounting professionals as necessary, so long as such legal and accounting professionals agree to maintain the confidentiality of the information. If either party needs additional disclosure rights beyond those described above, it must request and receive prior written permission from the other party prior to disclosure.
- b. Customer shall own all right, title and interest in and to the Customer Data and any proprietary technology already owned by Customer. Curios shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with providing the Services or support, and (c) all intellectual property rights related to any of the foregoing.
- c. Curios shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Curios will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Curios offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein. Any actions by Curios under this paragraph shall be in compliance with this Agreement, Curios's Privacy Policy, and any relevant laws or regulations. Curios agrees to make good faith efforts to ensure that its Privacy Policy is in alignment with Customer's Privacy Policy.
- d. Customer understands and acknowledges that as part of providing the Services, Curios will collect and store Customer information as well as information provided by Customer's end users. Curios agrees that it will only use such information to provide the Services to Customer.

4. PAYMENT OF FEES

- a. Customer will pay Curios the then applicable fees and charges described in Exhibit "B" hereto for the Services and implementation of the Services in accordance with the terms therein (the "Fees"). All up-front initial licensing and setup fees are non-refundable. After the Initial Service Term or any subsequent Option Period, Curios reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Curios has billed Customer incorrectly, Customer must contact Curios no later than 60 days after the

closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Curios's customer support department.

- b. Curios may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Curios five (5) days after the mailing date of the invoice. Customer agrees to pay invoices that are not disputed in a timely manner. Both parties agree that disputed amounts will be paid by Customer and held in escrow by Curios until the dispute is resolved through the dispute resolution mechanism of this agreement. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in termination of Service following written notice to Customer and a 10 day cure period. Customer shall be responsible for all taxes associated with its receipt of the Services.

5. TERM AND TERMINATION

- a. Subject to earlier termination as provided below, this Agreement is for one (1) year from the Effective Date (the "Initial Service Term"), and shall be renewed at Customer's option for additional periods of the same duration (each an "Option") as the Initial Service Term (collectively, the "Term") to be submitted by Customer in writing to Curios.
- b. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Agreement. However, in the case of a breach premised upon Customer's nonpayment, both parties must engage in the agreed upon dispute resolution methods before this Agreement may be terminated. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination for any reason, Curios will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days via a one-time data export that will include all Customer Data in CSV format and all images, videos and other files uploaded by Customer or their clients. Such Customer Data and other information will be made available on an FTP server for download. Any assistance by Curios requested by Customer beyond that described herein shall be billed at Curios's then-current negotiated rates. Following export to Customer Curios may, but is not obligated to, delete stored Customer Data. At Customer's request, Curios shall also provide up to sixty (60) days of assistance for transition of the Services to a third-party designee of Customer to be billed at Curios's then-prevailing rates (currently \$250.00/hour). All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. LIMITED WARRANTY AND DISCLAIMER

- a. Curios shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Curios or by third-party providers, or because of other causes beyond Curios's reasonable control, but Curios shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, CURIOS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED AS DESCRIBED IN THIS AGREEMENT AND CURIOS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. To the knowledge of Curios, the Curios Services do not infringe on any existing United States trademarks, patents or copyrights owned by third parties. Curios shall defend Customer against any claim that the use of the Curios Services by Customer permitted under this Agreement constitutes a trademark, patent or copyright infringement, but only to the extent that the action relates solely to the Curios Services, not materially altered or modified by or on behalf of Customer, and is not based on the use of the Curios Services for which the Services were not designed and recommended, and provided further, that: (a) Customer gives Curios written notice within five (5) days of receipt of notice by Customer of any such claim; (b) Curios controls the defense of any such action and has the exclusive right to settle any such claims; and (c) Customer will fully cooperate with Curios in the defense of such

claim. In the event that the use of Curios Services is enjoined by a court of competent jurisdiction because of a holding of trademark, patent or copyright infringement, Curios at its sole option shall either: (a) procure for Customer the right to continue using the Services; (b) modify the Services to make them noninfringing while still performing substantially their same functions; or (c) terminate this Agreement with the mutual consent of Customer.

7. INDEMNITY

- a. Customer shall indemnify, defend and hold harmless Curios, and its subsidiaries and affiliates, and their officers, directors, shareholders, employees, representatives and agents, against any and all settlements, claims, demands, causes of action, judgments, damages, losses, costs and expenses of any kind whatsoever actually or allegedly suffered by any person, persons, product, customers or property arising out of: (i) breach of this Agreement by Customer; (ii) claims for infringement concerning use of Curios's intellectual property; (iii) claims for infringement concerning use of the intellectual property rights of third parties (celebrity images, etc.); or (iv) any claim based on the alteration, insertion, manipulation or other misappropriation of the Services by Customer. In the event of a claim for infringement concerning use of the intellectual property rights of third parties, Curios has the right to immediately remove such images from the Curios platform until the matter is resolved and Curios shall not be liable for any damages to Customer for such removal.
- b. Curios shall indemnify, defend and hold harmless Customer, and its subsidiaries and affiliates, and their officers, directors, shareholders, employees, representatives and agents, against any and all settlements, claims, demands, causes of action, judgments, damages, losses, costs and expenses of any kind arising out of: (i) breach of this Agreement by Curios; (ii) claims for trademark, patent or copyright infringement concerning use of the Curios Services.

8. LIMITATION OF LIABILITY

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CURIOS AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND CURIOS'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE AMOUNT WHICH CURIOS IS OBLIGATED TO MAINTAIN INSURANCE IN FAVOR OF CUSTOMER, TO THE EXTENT SUCH AMOUNTS ARE ACTUALLY COVERED BY SUCH INSURANCE, IN EACH CASE, WHETHER OR NOT CURIOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. ADDITIONAL SERVICE TERMS

- a. The parties agree that this Agreement shall include such additional terms and conditions as are listed on Exhibit "C" hereto.

10. RULES OF CONSTRUCTION

- a. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Curios or Customer. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identifications of the persons, firm or firms, corporation or corporations may require.

11. ENTIRE AGREEMENT

- a. This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein is of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party

other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

12. FORCE MAJEURE

- a. Neither party shall be responsible for any failure to perform (except for payment obligations) due to unforeseen circumstances or to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, pandemics, accidents, strikes, carrier service interruptions, or shortages of transportation facilities, fuel, energy, labor or materials. A party whose performance is affected by a force majeure condition shall be excused from such performance to the extent required by the force majeure condition so long as such party takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

13. NO AGENCY

- a. Customer engages in the operation of its own business, and neither Curios nor Customer shall be considered to be the agent of the other for any purpose. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to establish a relationship of agent, servant, employee, partnership, association or joint venture between the parties.

14. DISPUTE RESOLUTION

- a. In the event of any dispute involving payment of fees, the parties agree to work together in good faith in an expedited manner to informally resolve such payment dispute. Unresolved payment disputes, and every other claim, dispute or controversy of whatever nature, arising out of, in connection with, or in relation to this Agreement (an "Arbitrable Claim"), shall be settled by final and binding arbitration conducted in Austin, Texas. Judgment upon any award may be entered by any state or federal court having jurisdiction thereof. Except as provided in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Paragraph. Adherence to this dispute resolution process shall not limit the right of the parties hereto to obtain any provisional remedy, including injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect their respective rights and interests pending arbitration. Notwithstanding the foregoing sentence, this dispute resolution procedure is intended to be the exclusive method of resolving any Arbitrable Claims arising out of or relating to this Agreement. The arbitration procedures shall follow the substantive law of the State of Texas, including the provisions of statutory law dealing with arbitration, as it may exist at the time of the demand for arbitration, insofar as said provisions are not in conflict with this Agreement and specifically excepting therefrom sections of any such statute dealing with discovery and sections requiring notice of the hearing date by registered or certified mail. The arbitrators shall determine the prevailing party and shall include in their award that party's reasonable attorneys' fees and costs.

15. MISCELLANEOUS TERMS

- a. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not transferable or sublicensable by Customer. This Agreement may be assigned by Customer with Curios's prior written consent, which shall not be unreasonably withheld. Curios may transfer and assign any of its rights and obligations under this Agreement without consent to a party which is capable of performing Curios' obligations herein. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties. This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire Agreement of the parties hereto.

EXHIBIT A

Service Level Terms

The Services shall be available 99%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from Customer's non-payment or late payment of fees and charges, outages of third party connections or utilities, or other reasons beyond Curios's control will also be excluded from any such calculation. If downtime exceeds 1% in any given month, Customer's sole and exclusive remedy, and Curios's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Curios will credit Customer 10% of maintenance and hosting fees incurred during the downtime period; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Curios) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Curios in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative. Curios will only apply a credit to the month in which the incident occurred. Curios's blocking of data communications or other Service in accordance with its policies (including for Customer's non-payment of fees) shall not be deemed to be a failure of Curios to provide adequate service levels under this Agreement.

During the term of this Agreement and, in addition to Curios's warranty or Maintenance obligations, if Software fails to operate in strict conformance with the Specifications, or if the following specified errors ("Error") occur, Curios agrees to respond and perform as follows:

Severity Level	Severity Level Description	Response	Time for Response
1	FATAL: Reported problems preventing all useful work from being done or potential data loss or corruption, or Software functionality is inoperative; inability to use has a critical impact to Customer's operations.	<ul style="list-style-type: none"> ● Acknowledgment ● Work Around, temporary fix ● Final fix, update, or new release ● Communications 	<ul style="list-style-type: none"> ● Less than 2 hours -constant effort until fixed ● Not to exceed 4 hours ● No more than 24 hours ● Daily
2	SEVERE IMPACT: Problems disable major functions required to do productive work or Software is partially inoperative and is considered as severely restrictive by Customer.	<ul style="list-style-type: none"> ● Acknowledgment ● Work around, temporary fix ● Final fix, update, or new release ● Communications 	<ul style="list-style-type: none"> ● Less than 4 hours ● Less than 4 days ● Less than 30 days ● Every 48 hours
3	DEGRADED OPERATIONS: Reported problems disabling specific non-essential functions; Error condition is not critical to continuing operation and/or Customer has determined a work-around for the Error condition.	<ul style="list-style-type: none"> ● Acknowledgment ● Work around, temporary fix ● Final fix, update, or new release ● Communications 	<ul style="list-style-type: none"> ● Less than 48 hours ● Less than 10 days ● Less than 60 days ● Weekly
4	MINIMAL IMPACT: Any deviation from Specifications not otherwise included in a Severity 1, 2, or 3 category.	<ul style="list-style-type: none"> ● Acknowledgment ● Work around, temporary fix ● Final Fix, update, or new release ● Communications 	<ul style="list-style-type: none"> ● Within 1 week ● N/A ● Next Maintenance release ● 30 day notice before new release

- a. In the case of a FATAL or SEVERE IMPACT Error condition, Curios shall use its best efforts to acknowledge notification of such Error condition within the time frames indicated.

- b. Curios shall correct any and all Errors in the Software in accordance with Error Severity Levels specified above. In addition, at any time during the Error correction or technical support process, Customer may invoke the below listed escalation procedure:
 - i. Curios's escalation process is to ensure that when a problem is not being resolved in a satisfactory manner, (i) both Customer and Curios have a common perception of the nature and criticality of the problem, (ii) the visibility of the problem is raised within Curios's organization, and (iii) appropriate Curios resources are allocated toward solving the problem.
 - ii. The following escalation process may be invoked by Customer when an Error, defect, non-conformity or technical support issue has been reported to Curios, the Error substantially affects Customer's use of the Software, and Curios has not yet provided a patch or bypass around the Error.
 - iii. The escalation processes can be initiated by contacting the next higher management level within Curios's organization. Such Curios designate will work with Customer's designated contact and management to bring a satisfactory solution to the situation. The effort will be focused on developing an action plan and coordinating whatever Curios resources are required to meet Customer's needs as rapidly as possible, within the policy stated above.
 - iv. During the period of the action plan, regular status update communications will be established between Customer's designate and Curios's designate.
 - v. If an action plan cannot be agreed to, or if the action plan fails to provide a satisfactory solution within the time frame defined in the action plan, the problem will be escalated to Curios's highest management level.
- c. If any FATAL or SEVERE IMPACT Software Error cannot be corrected by Curios within the indicated timeframes, Curios shall provide a credit, as liquidated damages and not a penalty, in the amount of Two Hundred per day or a portion thereof, that the FATAL or SEVERE IMPACT Error remains unresolved after the work around/temporary fix resolution period specified above. Such credit may be applied by Customer to any of Curios's invoices.
- d. In addition, if a FATAL Error remains unresolved twenty-four (24) hours after reporting thereof by Customer, or, if a SEVERE IMPACT Error remains unresolved ninety-six (96) hours after reporting by Customer, upon Customer's request, Curios shall provide a Software engineer at Customer's site(s), at no additional charge, to resolve the Software Error.
- e. The Parties acknowledge that DEGRADED OPERATIONS and/or MINIMAL IMPACT Errors are generally less serious than FATAL or SEVERE IMPACT Errors. The Parties further acknowledge and agree that elongated resolution of such Errors can be detrimental to Customer's use of the Software. Therefore, in the event that DEGRADED OPERATIONS Errors remain unresolved sixty (60) days after Customer's initial report of the Error, or MINIMAL IMPACT Errors remain unresolved one hundred twenty (120) days after Customer's report of the Error, Curios shall issue a credit, as liquidated damages and not a penalty, in the amount of One Hundred dollars (\$100.00) per day or a portion thereof, for each day beyond sixty (60) days for DEGRADED OPERATIONS Errors and/or one-hundred twenty (120) days for MINIMAL IMPACT Errors that the Error remains unresolved. Such credit may be applied by Customer to any of Curios's invoices.
- f. Curios shall provide Customer with e-mail assistance related to operation of the Software, including questions about individual features or suspected malfunctions at techsupport@curios.com. If a FATAL Error is reported after hours, or during the weekend, Curios shall begin workaround/temporary fix activities as soon as possible.

EXHIBIT B

Fees and Charges

Most of Curios' basic features are free to use, or require a minimal incremental cost per use, while some of Curios' "premium" features require a monthly subscription to a "business" or "enterprise" plan. Customer will pay to Curios the amounts due for any service fees as outlined below.

Monthly License, Maintenance and Hosting Fees *

\$399.00/Month - Marketplace "Business" Plan License, which includes additional features, including:

1. Robust Reports and Analytics
2. Dedicated Phone Support
3. Unlimited Admin Users With Permission Controls
4. Tools for User Generated NFTs
5. Custom Email Templates
6. Remove Curios Branding From Web Pages and Templates (Excluding Checkout Pages)
7. Source Code Template Editor
8. Multiple Chains Per Marketplace
9. Upgraded Security Through Multi-Signature, Hardware Custody Solutions
10. Bulk Editing Tools
11. Verification of Funds for Auction Bidders

\$499/Month - Whitelabeled Wallets - Instead of Curios branded wallets, your wallets will be branded by you:

1. Your own branded wallet
2. No Curios branding, domains or emails referenced anywhere (excludes Curios Checkout)
3. Siloed data - no shared wallet infrastructure with any other entities within Curios ecosystem

* Fees are subject to change at any time with a 30 day notice by email from Curios to Customer.

Incremental / Per Use Fees and Charges **

1. PER SALE: 2.5% - Charged directly to the NFT purchaser (min. \$1.00)
2. PER PAYMENT: 2.9% + \$0.45 - Charged directly to the NFT purchaser (min. \$1.00, international cards are 3.9%)
3. PER KYC: 100 KYCs free per month, then \$1.45 per KYC (required per sale over \$250)
4. PER CHARGEBACK: \$25.00/Chargeback - For credit card payments only
5. PER TICKET: \$2.00 per ticket issued via Token Gates

** All fees exclude GAS, blockchain network charges, and related fees which will be calculated, disclosed and incurred at the time of minting, airdropping or transferring of tokens, and at the time of deploying smart contracts. Service usage such as API calls or media storage and streaming, may incur additional costs if abnormally high usage occurs.

EXHIBIT C

Additional Service Terms

1. Customer acknowledges that there is no way to guarantee digital rights management 100%. Once the asset has been decrypted on a device, that device's owner can choose to "rip" the media from the device.
2. Customer acknowledges and agrees that Curios does not control any external blockchains to which NFT's may be transferred by Customer or Customer's end users. Once NFT's are transferred, Curios is no longer responsible for the NFT in any way.
3. "Curios" and the Curios logo are trademarks of Curios, Inc. and may not be reproduced or used in any fashion (including in social media postings) by Customer without the express prior written consent of Curios, Inc. Customer agrees to use all commercially reasonable efforts to protect the Curios trademarks, copyrights, and other Curios intellectual property.
4. Customer acknowledges that all tokens in the platform are initially minted into a wallet that only Curios controls throughout the private keys, and therefore Curios is the custodian of all tokens until they are transferred out by user request.