

FABRIC ORIGIN'S TERMS OF SERVICE FOR USE OF COMMON SENSE MEDIA CONTENT

These Terms of Service ("ToS") between You and Fabric Origin Inc. ("FO") constitute the terms and conditions for Your use of Common Sense Media ("CSM"). "You" or "Your" means you and the entity identified in an FO Data Solutions account on whose behalf you are authorized to act. By accessing CSM Content via FO, You agree that You have the authority to bind and You agree to be bound by the terms of these ToS. If You do not agree to the terms of these ToS, do not access the CSM Content.

RECITALS

WHEREAS, Fabric Origin, Inc. ("FO") has a partnership with Common Sense Media ("CSM") who owns and operates CommonSenseMedia.org, a website which provides users with age-based ratings, parental guidance, reviews, and information related to certain content categories; and

WHEREAS, You desire to display content from CSM as further described herein.

NOW THEREFORE, in consideration of the mutual obligations made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and FO You hereby agree as follows:

1. Definitions.

1.1. "You" means any corporation, firm, partnership, person or other entity which directly or indirectly owns, is owned by or is under common ownership with such party, and any person, firm, partnership, corporation or other entity actually controlled by, controlling or under common control with such party.

1.2. "Content Feed" means the method of delivery through which FO will deliver the CSM Content to You, which may include without limitation, an API or an alternative method of delivery mutually agreed upon between the parties.

1.3. "CSM Content" means the content from CommonSenseMedia.org (including its subdomains and related applications) described in Exhibit A attached hereto and provided to You under this Agreement.

1.4. "CSM Marks" mean any trademarks, trade names, service marks, logos or distinctive brand elements that appear from time to time on CSM or are otherwise provided or made available to You by CSM and are protected under copyright law or as to which CSM has established trademark or trade dress rights and any modification to the foregoing that may be created by CSM.

1.5. Interaction Data. Any data collected by You from user interactions with the CSM Content within the Approved Platforms of the Assets (collectively, the "Interaction Data") may only be disclosed to a third party in an anonymous and aggregate format that will not enable such third party to reverse engineer the Interaction Data to trace the data source to either the CSM Content.

2. Your Use of CSM Content.

2.1. Display within the Your Assets. You shall display all or any of the CSM Content within the Your Assets. You may not edit or otherwise modify any individual item of CSM Content. You may not use the CSM Mark in any manner that implies sponsorship or endorsement by CSM. You may not use any CSM Mark to disparage CSM, its products or services, or in a manner which, in CSM's reasonable discretion, diminishes or otherwise damages or tarnishes CSM's goodwill in the CSM Marks. You must display all CSM Marks by themselves, with reasonable spacing between each side of the CSM Mark and other visual, graphic or textual elements. Under no circumstances should any CSM Mark be placed on any background which prevents the readability or display of such CSM Mark. CSM reserves the right, exercisable at its sole discretion, to take appropriate action against any use without permission or any use that does not conform to this Terms of Service.

2.2. CSM Content. CSM will have the right, from time to time and in its discretion, to modify or otherwise alter the CSM Content. CSM will have no responsibility for reproducing or reconstructing the CSM Content as it existed at any particular time, or for retaining archival copies of the CSM Content. CSM will use commercially reasonable efforts to ensure the accuracy of the CSM Content, but CSM does not guarantee the sequence, accuracy or completeness of the CSM Content.

2.3. Storage of CSM Content. All CSM Content delivered to You shall not be permanently co-mingled with non-CSM content or data on servers and, further, shall be sufficiently segmented from Yours or other third party content and data so as to enable the prompt, thorough and efficient purging of CSM Content following the

termination of this Agreement.

2.4. Attribution and Placement Requirements. Your display of the CSM Content within the Your Assets must be in accordance with (i) the attribution requirements set forth in Exhibit B attached hereto (the “**Attribution Requirements**”) and (ii) the placements depicted in the mockups attached hereto as Exhibit B (the “**Placement Requirements**”), if any. In addition, the CSM Content shall at all times be placed (a) more prominently (e.g., above or in front of) third party content (if any) within the You Assets that is similar to and/or competitive with, the CSM Content and (b) no less prominently than, or in comparable placements to, any of Your content (if any) within Your Assets that is similar to and/or competitive with, the CSM Content.

2.5. Reporting. You agree to provide FO once each month during the Term written or electronic reports containing anonymized, non-personally identifiable information describing usage of the CSM Content within Your Platforms by End Users, including, without limitation, the following statistics for the prior monthly reporting period, broken down by distribution platform and content type: (a) the number of unique visitors that have accessed or viewed the CSM Content on Your Platforms, and (b) the total number of times that each item of CSM Content has been displayed to End Users.

3. Compensation. FO will provide quotes for access to the CSM Content and all payments must be made to FO before You can access the CSM Content.

4. Advertising Sales; Keywords. Without CSM’s prior written approval, You will not: (i) use the CSM Content or the CSM Marks to sell any advertising; and (ii) deliver any advertising against the CSM Content. Furthermore, You will not purchase or bid on keywords that are CSM Marks or combination of keywords which include CSM Marks, from any third party search, social media and/or other advertising programs, including without limitation Google AdSense, Microsoft Bing and Facebook.

5. Restrictions: Except to the extent expressly permitted by this Terms of Service, You agree not to: (i) copy, reproduce, display, perform, store, exploit, use, distribute, transmit, sublicense, transfer or assign any Licensed Content; (ii) decompile, reverse engineer, disassemble or modify any CSM Content; (iii) remove, efface or obscure any copyright or other proprietary notices or legends included in any CSM Content or (iv) place advertisements or other content adjacent to the CSM Content that promote or contain references to alcohol, tobacco, gambling, drugs, any goods or services of a sexual nature, gambling, firearms, video games rated “M” or higher, or any other goods or services that are inconsistent in any respect with CSM’s brand or reputation as a family-friendly information provider.

6. Intellectual Property.

6.1. CSM Rights. You acknowledges and agrees that CSM and You, CSM or its licensors own all rights in and to the CSM Content, the CSM Marks, including all content contained therein, including, without limitation, as applicable, all copies thereof and all rights to patents, copyrights, trademarks, service marks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. All rights not expressly granted herein are reserved CSM.

6.2. Your Rights. CSM acknowledges and agrees that as between You and CSM, You owns and shall retain all rights, title and interest in and to Your Assets, including, without limitation, as applicable, all copies thereof and all rights to patents, copyrights, trademarks, service marks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. All rights not expressly granted herein are reserved by You.

7. Term and Termination.

7.1. Term. The initial term of this Agreement will begin on the Effective Date and continue for a period of one (1) year (the “**Initial Term**”). Thereafter, this Agreement will automatically renew for successive one (1) year periods (each a “**Renewal Term**”) unless one party notifies the other party in writing of its intent not to renew the Agreement at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. Together, the Initial Term and any Renewal Term(s) shall be referred to herein as the “**Term.**”

7.2. Termination.

7.2.1. Material Breach. This Agreement may be immediately terminated by FO if You fail to cure any material breach of the Agreement within five (5) business days after such breach was conveyed in reasonable detail in writing to the breaching party.

7.3. Effect of Termination. Upon termination of this Agreement for any reason, You shall cease, within five (5) business days, all use of the CSM Content, including the CSM Marks, and shall promptly remove the

foregoing from Your Assets and servers. The provisions of Sections 1, 6, 7, 8.3, 9, 11, 12, 13 and 14 will survive any termination of this Agreement for any reason.

8. Disclaimer of Warranties. FO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE CSM CONTENT, THE MARKS, COMMONSENSEMEDIA.ORG, AND ANY OTHER MATERIALS WHICH MAY BE PROVIDED BY FO HEREUNDER, INCLUDING WITHOUT LIMITATION TO ANY WARRANTY CONCERNING THE ACCURACY OF THE FO CONTENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY IMPLIED BY COURSE OF DEALING OR PERFORMANCE.

9. Removal of Allegedly Infringing Content. If any individual item of CSM Content delivered to You under this Agreement is alleged or held to infringe the intellectual property rights or other proprietary rights of a third party, FO shall promptly notify You and You shall promptly remove such item of CSM Content from the You Assets across all Approved Platforms. You shall notify FO of any claim You receive alleging that any individual item of CSM Content infringes upon the intellectual property rights or other proprietary rights of a third party. CSM shall also, at its own expense, make commercially reasonable efforts to: (i) provide for Your to resume use of the CSM Content in question; (ii) modify the CSM Content in question so as to make it noninfringing; or (iii) replace the CSM Content in question with non-infringing content of like quality and subject matter.

10. Indemnification.

10.1. By FO. FO shall indemnify, defend and hold You and your respective officers, directors, employees and agents, harmless from and against any costs, losses, liabilities and expenses, including court costs, reasonable expenses and reasonable attorney's fees (collectively, "**Losses**"), that You or they may suffer, incur or be subjected to by reason of any third party claim alleging that the Company's use of the CSM Marks within the You Assets as permitted under this Agreement infringes the intellectual property rights or other proprietary rights of any third party, is defamatory, violates any right of privacy or publicity, or violates any applicable law.

10.2. By You. You shall indemnify, defend and hold FO and its CSM, and their respective officers, directors, employees and agents, harmless from and against any Losses that FO or CSM suffer, incur or be subjected to by reason of any third party claim alleging that any content within the Your Assets (other than the CSM Content or the CSM Marks) infringes the intellectual property rights or other proprietary rights of any third party, is defamatory, violates any right of privacy or publicity, or violates any applicable law.

10.3. Procedures. If any party entitled to indemnification under this section (an "**Indemnified Party**") makes an indemnification request to the other (the "**Indemnifying Party**"), the Indemnified Party shall permit the Indemnifying Party to control the defense, disposition or settlement of the matter at its own expense; provided that the Indemnifying Party shall not, without the consent of the Indemnified Party enter into any settlement or agree to any disposition that imposes an obligation on the Indemnified Party that is not wholly discharged or dischargeable by the Indemnifying Party. The Indemnified Party shall notify the Indemnifying Party promptly of any claim for which the Indemnifying Party is responsible and shall cooperate with the Indemnifying Party to facilitate defense of any such claim; provided that the Indemnified Party's failure to notify Indemnifying Party shall not diminish the Indemnifying Party's obligations under this section except to the extent that the Indemnifying Party is materially prejudiced as a result of such failure. An Indemnified Party shall at all times have the option to participate in any matter or litigation through counsel of its own selection at its own expense.

11. Limitations of Liability. EXCEPT FOR DAMAGES ARISING UNDER SECTION 11 (INDEMNIFICATION) AND SECTION 13 (CONFIDENTIALITY), NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY

(INCLUDING NEGLIGENCE), AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES ARISING UNDER SECTION 11 (INDEMNIFICATION) AND SECTION 13 (CONFIDENTIALITY), THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE, MAY NOT EXCEED, IN THE AGGREGATE, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

12. Confidentiality.

12.1. Confidential Information. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose information of a confidential nature including, without limitation, business plans, records, data or other materials, that is (i) clearly and conspicuously marked as “confidential” or with a similar designation; (ii) identified by the Disclosing Party as confidential and/or proprietary before, during, or promptly after presentation or communication; or (iii) disclosed in a manner which the Receiving Party should reasonably have understood under the circumstances that the disclosure should be treated as confidential, whether or not the specific designation “confidential” or any similar designation is used (collectively, “Confidential Information”).

12.2. Exclusions. Confidential Information shall not include, and nothing in this Agreement shall prohibit or limit either party’s use or disclosure of, information that is: (i) generally available to the public other than as a result of a breach of this Agreement; (ii) independently developed by or for it without use of or access to the other party’s Confidential Information; (iii) acquired by it from a third party which is not under an obligation of confidence with respect to such information; (iv) previously know to it without an obligation of confidence; or (v) approved in writing by the other party for disclosure.

12.3. Use and Disclosure. During the Term and for a period of three (3) years thereafter, neither party shall: (i) use any Confidential Information of the other party for purposes not in furtherance of fulfilling its obligations or exercising its rights under this Agreement; (ii) disclose any Confidential Information other than to employees and legal and financial advisors on a need-to-know basis and who have signed a non-disclosure agreement to protect the confidential information of third parties that is no less restrictive than the obligations contained herein; (iii) make copies or allow others to make copies of such Confidential Information except as is reasonably necessary for internal business purposes to fulfill the obligations under this Agreement; or (iv) remove or export any such Confidential Information from the country of the Receiving Party to the extent prohibited by applicable export laws. The Receiving Party shall protect the Confidential Information with at least the same degree of care and protection as it would use with respect to its own Confidential Information of a similar nature, but in no event less than a reasonable standard of care.

12.4. Disclosure Required by Law. The Receiving Party may disclose Confidential Information that is required to be disclosed by law, regulation or the rules of any applicable securities exchange, or in a judicial, administrative or governmental proceeding, by an applicable securities exchange or on advice of counsel, provided that the Disclosing Party is given prompt notice of such requirement and the scope of such disclosure is limited to the extent possible. The Receiving Party agrees to cooperate with the Disclosing Party’s requests to obtain reliable assurances that confidential treatment will be accorded to any Confidential Information disclosed pursuant to this section.

13. General Provisions.

13.1. Governing Law; Venue. This Agreement and any claim or dispute of whatever nature arising out of or related to this Agreement will be interpreted, construed, and enforced exclusively in accordance with the laws of the State of California and applicable federal United States laws without giving effect to any choice of law principles that would require the application of the laws of a different state. All claims arising out of or relating to this Agreement will be litigated exclusively in the federal or state courts of the County of Los Angeles, California, and the Parties consent to the personal jurisdiction of those courts.

13.2. Public Statements. Neither party shall issue any press release or make any other public statement about this Agreement or the relationship of the parties without the prior approval of the other party.

13.3. No Assignment. Neither party shall assign or transfer its rights or delegate its performance under this Agreement, provided, however, that subject to the provisions of Section 8.2.3, each party shall have the right to

assign or transfer this Agreement to an entity that acquires all or substantially all of its outstanding stock or assets by merger, consolidation, sale or otherwise, without the consent of the other party, but only if twenty (20) days advance written notice of such assignment or transfer is provided.

13.4. Relationship of Parties. The parties hereto are independent contractors and nothing contained herein or done in pursuance of this Agreement shall constitute either party as the agent or employee of the other party or constitute the parties as partners, joint venturers or franchisor and franchisee.

13.5. Notices. Any notice or other communication under this Agreement will be in writing to the addressed specified in the signature block below, or other address as may be updated by a party in writing from time-to-time, and shall be deemed sufficiently given when: (i) delivered personally; (ii) upon written verification from receipt from an overnight courier; or (iii) upon written verification of receipt of first class registered or certified mail. Notwithstanding anything else to the contrary in this section, routine communications related to the performance of this Agreement may be delivered via email.

13.6. Force Majeure. Neither party will be liable for, or considered to be in breach of or default under this Agreement on account of any delay or failure to perform its obligations hereunder (excluding payment obligations) due to causes beyond such party's reasonable control.

13.7. Entire Agreement; Waiver and Modification. The parties agree that this Agreement and the attached exhibits, which are incorporated into this Agreement by this reference, constitute the complete and exclusive statement of the mutual understanding of the parties, and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of this Agreement. Except as otherwise expressly provided in this Agreement, no waiver, modification or amendment of any provision of this Agreement will be binding against a party unless it is in writing and signed by a duly authorized representative of such party. No waiver of a breach hereof will be deemed to constitute a waiver of any other breach, whether of a similar or dissimilar nature.

13.8. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible so as to put into effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

EXHIBIT A
DESCRIPTION OF COMMON SENSE MEDIA CONTENT

1. Common Sense Media Content. CSM Content is comprised of the following:
Common Sense Media Age-Based Ratings & Reviews include the following components for Movies, TV Shows and Games:

- Recommended Age indicated by a check mark with the age
- One liner description of the content
- “Parent’s Guide” comprised of a zero to five dot scale indicating the degree of the following these with supporting copy giving context to each
 - positive messages
 - positive role models
 - diverse representations
 - violence & scariness
 - sex, romance & nudity
 - language
 - products & purchases
 - drinking drugs & smoking
- Editorial paragraph explaining “What Parents Need to Know”
- Editorial paragraph explaining “Is It Any Good”
- Editorial questions “Talk to Your Kids About”
- Additional associated metadata: Topic Tags, Character Strengths
- Curated lists and hand-picked alternatives
- Common Sense Media brand/marks to use in associated marketing/platform integration
- “Parents Say & Kids Say” reviews are available via the Common Sense Media API to third party partners as an aggregated, anonymized age recommendation. Please note, individual comments by users are not available in the API or approved for distribution beyond Common Sense Media’s website.

EXHIBIT B
ATTRIBUTION REQUIREMENTS



Common Sense Media Abbreviated Brand Style Guide

Our Mission

Common Sense is the nation's leading nonprofit organization dedicated to improving the lives of all kids and families by providing the trustworthy information, education, and independent voice they need to thrive in the 21st century.

Common Sense Media Logos

You must have written consent from Common Sense before using any Common Sense logos or trademarks in a manner that implies an affiliation with or endorsement of a product or service.

COMMON SENSE MEDIA



How to use logos

COLOR OPTIONS FOR ALL LOGO VERSIONS



WHITE SPACE AND MINIMUM SIZE FOR ALL LOGO VERSIONS



$\frac{x}{2}$ = Minimum clear space



No smaller than 75 pixels wide

PRIMARY BRAND COLOR



Green
#33a544
CMYK: 79-9-100-1
Pantone: 7739 C



Your use of COMMON SENSE MEDIA CONTENT indicate that You have read and agree to FABRIC ORIGIN'S Terms of Service.

