



MOUNTAIN OIL EXPRESS

Statement of Work A-1

This Statement of Work A-1 (this “**SOW**”) is effective as of May 17, 2022 (“**SOW Effective Date**”) and attached to and governed by the terms and conditions of the certain Master Service Agreement (the “**Agreement**”) by and between VSBLTY Groupe Technologies Corp (“**VSBLTY**”) and Wireless Guardian (“**Company**”) and dated May 17, 2022. Wireless Guardian is representing VSBLTY products and services for end-use retailers (“**Client**”) for Store as a Medium efforts. All capitalized terms not defined herein carry the same meanings ascribed to them in the Agreement. In the event of a conflict between this SOW and the Agreement, this SOW will prevail. Capitalized terms not defined in this Addendum will have the meanings given them in the Agreement.

Definitions

“Endpoints” are locations where clients’ customers view advertising (screens, mobile device, etc.)

“CPM” means the gross amount paid for 1000 impressions of an advertisement. There is generally a different amount by impression based on a number of factors including the data that would be included with the request. The total price paid in a CPM deal is calculated by multiplying the CPM rate by the number of CPM units. For example, one million impressions at \$10 CPM equals a \$10,000 total price.

“Demand Side Platform” or “DSP” means a system that allows buyers of digital advertising inventory to manage multiple ad exchange and data exchange accounts through one interface.

“Supply Side Platform” or “SSP” means a system that allows media owners of retail media networks the ability to manage advertising inventory and creative that is played on specific endpoints. SSPs may sometimes also perform the duties of a DSP.

“Inventory” refers to the individual time slots available for the placement of advertising.

“Private Marketplace Platform” (PMP) is an invite-only marketplace where publishers make their premium inventory available directly to select buyers. PMPs are a subset of real-time bidding (RTB) and combine the efficiency of programmatic with the exclusivity of direct deals.

“Fill Rate” means the percentage of time that an ad request is connected to an advertiser willing to pay for the impression.

“Media Owner” means an entity that either owns a venue or has an existing relationship with a venue where advertising assets would be deployed.



“Open RTB” means the communication protocol that enables real-time bidding

“Target Venue” or “Client location” means the location where advertising would finally be delivered.

“Programmatic Ad-Stack” means the integration points with the demand side platforms, supply side platforms, advertising agencies or brands.

Project Overview

The following services will be rendered by VSBLTY for Company on behalf of Client:

Hardware/Screens

VSBLTY to provide Smart Cooler screen hardware for installation by Company into Client locations in a phased approach. [Redacted]

[Redacted]. VSBLTY to train Company field teams to install cooler screens.

[Redacted - Commercially sensitive business information]

Media Services(M-1)

VSBLTY will sell and orchestrate direct media deals with media companies, advertising agencies and brands that deliver ad inventory fill for Golden Record Wi-Fi Captive portal program as well as all in-store-screens. VSBLTY will also create PMP deals for Company/Client media network through Intel Smart Edge Engage or other partners.

VSBLTY to sell and orchestrate media sales and campaigns on behalf of client company to fill inventory on screens and satisfy media revenue targets. Company and client company shall assist in this effort by introducing VSBLTY to potential media partners, [Redacted]

Media target; [Redacted]

[Redacted - Commercially sensitive business information]

VSBLTY to retain 30% of gross media revenue in order to satisfy the costs related to media management; including but not limited to campaign orchestration, vendor costs, media commissions, etc.

VSBLTY to rebate 20% of media reserve to WG for advertising sold direct to their personal contacts that circumvent a payment to a media company, ad agency, etc. VSBLTY to pay WG within 15 days of receipt of payment from advertiser.



VSBLTY to rebate 10% of media reserve to WG for advertising sold direct by VSBLTY. VSBLTY to pay WG within 15 days of receipt of payment from advertiser.

Creative Services (C1)

VSBLTY will provide marketing consulting and content development/creative services for media network clients and the Wi-Fi captive portal. Services are available to clients and/or brands on an as needed basis for the retail media network. Payment for campaign creative completed on behalf of client or brands will be billed separately at a rate of \$175 hour by VSBLTY specialty agency THINK-TRAFFIC.

Content Management (CM-1)

Client to provide content assets as required to meet specifications of media network. Content must conform to guidelines for approved content determined by media owner. Content will be updated on a mutually agreed schedule between client and VSBLTY. Assets for client inventory will be provided by client in a timely manner unless otherwise agreed. VSBLTY team will consult with brands, agencies, media companies, etc. to optimize success of campaigns.

DataCaptor, VisionCaptor & Reporting (SaaS 1)

VSBLTY will leverage DataCaptor's camera and sensor technology with artificial intelligence (machine learning and computer vision) to provide real-time analytics and audience measurement. DataCaptor will be coupled with the VSBLTY CMS (VisionCaptor™), which delivers custom-triggered content based on who the camera "sees", either by age or demographics. Additional attributes to be added as final machine learning development is completed.

All elements of the shopper or guest engagement are measured by DataCaptor, using advanced optics and sensors to provide objective, real-time, qualitative measurement, and analysis in retail and other spaces.

DataCaptor will provide reporting on demographics like gender, age range and sentiment, but it also gathers key analytics including dwell time, total impressions, time looking at the screen, content interaction, as well as footfall traffic and heat maps. Reports will be provided on mutually agreeable time frames.



Golden Record (GR-1, GR-2)

VSBLTY and Company will collect opted-in “Golden Record” customer identifiers through a Wi-Fi-based interstitial in participating client locations.

VSBLTY will also test various advertising placements within the Wi-Fi interstitial as a source of added customer data and value.

The purpose of Golden Record is to collect valuable opted-in data from the client customer for the ultimate purpose of re-identifying and re-marketing to client customers on premise, in real-time, in future days with relevant learned content, plus the ultimate creation of a venue cookie for the retailer.

Specific key performance indicators are:

1. Establish a baseline of net new CRM profiles into marketing database, then optimize.
2. Understand levers/triggers that affect performance (creative, offer)
3. Establish a baseline of sales generated from offer/coupon code, then optimize
4. Understand levers/triggers that affect performance (creative, offer)
5. Content conversions (click-through rate)
6. Establish baseline of ad impressions, then optimize
7. Demonstrate ability to track store journey (network usage, radius between stores)
8. Deliver reporting on above metrics to company

Length of Contract

This SOW begins on the Effective Date **May 17, 2022** and ends **July 31, 2025**.

Timing & Locations

The rollout will take place over a mutually agreeable period (“**Rollout Period**”) on the premises of TWENTY-EIGHT HUNDRED (2800) or more convenience stores and/or truck stops across the US.

[Redacted]

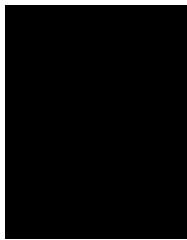
[Redacted - Commercially sensitive business information]

Roll Out Strategy:

All parties agree to a planned quarterly roll out cadence of store installations that will support the sales of media contracts based on the delivery of a scalable closed media network. Brand sponsors will be asked to commit to the initial POC as well as the purchase of additional screens as the roll out plan is executed.

The goal will be to reach full roll out of 2800 stores by the end of calendar year 2023.

For planning purposes, quarterly installation cadence will be as follows:



[Redacted - Commercially sensitive business information]

Installation schedule may be subject to change quarter to quarter in order to meet sales demand.

Roles and Responsibilities

VSBLTY Responsibilities:

- Provide specifications for technical set up and requirements for media networks to run inside WG client premises
- Help draft and set policy guidelines related to the integrity of content approved to run on the network (CM-1)
- Make Wireless Guardian aware of any laws or privacy restrictions that exist in various states that may require modifications to the network or capabilities (SaaS-1)
- Assist in specifying or procurement of equipment needed for media network (BOM)
- Price BOM for preferred pricing where available
- Determine value/viability of media network based on visitor demographics, impression value (derived from foot traffic and variability from store to store) and other factors that determine the quality and value of the inventory. (M-1)
- Assist in creating a proforma that validates total cost of ownership and payback (M-1)
- Coordinate with Intel, to provide computer vision data integration into the context engine for use with WG clients (M-1)
- Provide preferred rates for software as a service (DataCaptor, VisionCaptor, Golden Record)



- Leverage data collected on behalf of client to provide analytics services
- Provide Golden Record wi-fi captive portal services (GR-1)
- Provide standard reporting on data collected on premise (GR-1)
- Place orders for equipment (i.e., cooler screens, players, screens) if needed on behalf of WG
- Sell inventory space on WG/publisher retail media networks (M-1, GR-1)
- Provide training materials to WG sales force to assist in closing deals
- Provide executive face time to close deals when necessary
- Collaborate on industry PR and announcements
- Collaborate on plan to communicate/motivate leadership and staff at location level to embrace and support the network (M-1)
- Project Management/development and coordination of all SAM activities to run the network including technology partners/marketing/media sales/ad campaign/CPG relationships, etc. (M-1)
- Execute client instances of DataCaptor and Vision Captor on client sites (SaaS-1)
- Execute media deals for ad inventory fill (PMP & Direct) (M-1)
- Service and Support on software (SaaS-1)
- VSBLTY to provide installation guide
- Delivery of custom client branded dynamic guest Wi-Fi portal (GR-2)
- Development of creative for customer UI and action cards for advertising/offer carousel (GR-2)
- Develop tactical plan to make customers aware of free Wifi (VSBLTY to develop materials if needed) (GR-2)
- Standard results reporting via the client dashboard & email reports (SaaS-1, GR-1)
- Multilingual support if needed

Company/Client Responsibilities:

- Collaborate with VSBLTY on total cost of ownership model for media networks to determine viability
- Interface with Intel and VSBLTY on the bill of materials
- Provide technical set up of wireless/tech inside WG client premises
- Work with VSBLTY to specify and confirm correct placement of screens, camera angles, etc.
- Provide installation of screens, coolers and other endpoints.



- Indemnify partners against liability for media networks' technical performance as well as privacy compliance in use of data and other critical issues determined by legal counsel.
- Assist in specifying equipment needed for media network (BOM)
- Provide relevant (indoor/outdoor) traffic counts to VSBLTY for media valuation
- Assist in creating a proforma that validates total cost of ownership and payback
- Collaborate with Intel as a shared partner to ensure smooth deployments
- Submit orders for equipment (i.e., cooler screens, players, screens) as agreed for deployments
- Provide any leads for media sales to VSBLTY for execution
- Provide executive face time to close deals when necessary
- Collaborate on industry PR and announcements
- Work with Intel to connect to context engine for ingestion of relevant wireless signal data
- Provide training materials to respective sales forces to assist in closing deals
- Ensure stores are prepped and installed; including electricity, cat 5 needed, dedicated Wi-Fi, screens, etc.
- Provide 24 hour monitoring of all endpoints to ensure agreed upon up time based on client SLA.
- Provide web services to power authentication/experience on approved Wi-Fi access points
- Provide client logos, brand guidelines, and time-sensitive offers
- Timely approvals on all materials; creative and legal
- Support from compliance, privacy and legal for client policies (T&Cs/Privacy) needed to cover all new use cases
- Provide creative assets such as logos, etc.
- Provide list of black-listed advertising categories (i.e., tobacco, alcohol)
- Execute marketing tactics to make customers aware of Wi-Fi offering
- Execute communications plan to engage/motivate management /staff at locations about what is being installed and why

Payment Details

Media

VSBLTY will retain 30% of gross revenue from media contracts. Vendor fees and media commissions to be paid from this allocation.

SaaS and Other Fees



VSBLTY to retain fees for monthly SaaS, content management, analytics, and other tasks specified in the proforma as being the responsibility of VSBLTY.

Golden Record

Payment terms for monthly Golden Record fees, content management, creative services, data analytics and cloud storage; paid annually based on contract signing for total number of planned installs + installed stores.

Services auto-renew for 3-year term; 105 stores per year based on the proforma, billable annually in advance on the anniversary date of each year

Additional stores will be rolled out per mutual agreement.

SMARTCOOLER™ SCREENS

Billing terms are 50% on order and 50% on delivery. Unit prices are specified in the proforma. Delivery estimated at 12-16 weeks with shipping. Estimated shipping costs are detailed in the proforma and are invoiced on ship date based on final net cost.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date first set forth above.

VSBLTY, Inc.

Wireless Guardian

By: /s/ Jay Hutton

By: /s/ Jason Dumas

Name: Jay Hutton

Name: Jason Dumas

Title: CEO

Title: CEO

Date: _____

Date: _____