

STATEMENT OF WORK – EXHIBIT A

GLOUCESTER COUNTY

PRODUCT:

1Huddle

DATED AS OF:

January 26, 2022

RELATION TO MASTER SERVICES AGREEMENT

This statement of work ("**SOW**") is issued pursuant to that certain Master Services Agreement, by and between 1Huddle, Inc. ("**1Huddle**") and Gloucester County ("**Company**"). All Services provided under this SOW shall be subject to and governed by the terms and conditions set forth in the Master Services Agreement. Capitalized terms used but not defined herein shall have the meaning prescribed to such terms in the Master Services Agreement.

EXECUTIVE OVERVIEW

- Unlimited Users
- Up to 150 Games
- Access to The Shop Premium Training & Support
- Custom Branding

PRICING

Subscription Fee: \$17,000 per year

TERM & TERMINATION

1 YEAR (03/01/2023-02/28/2024)

The current term of this SOW shall be one (1) year (the "**Current Term**"). Subsequent to the Current Term, this SOW shall automatically renew for successive one (1) year periods (each a "**Renewal Term**") and together with the Current Term, the "**Term**") unless a Party provides the other Party with advanced written notice, at least sixty (60) days prior to the end of the then current Term, that it does not wish to renew the Term of this SOW.

Notwithstanding anything to the contrary set forth in the Master Services Agreement, in the event Company terminates the Master Services Agreement or this SOW for convenience, Company shall remain liable for any and all fees or other amounts then or thereafter due and payable to 1Huddle pursuant to the terms of this SOW and nothing set forth herein or in the Master Services Agreement shall be construed as providing a release to the Company of its

obligation to make payment of all fees payable hereunder (including fees for any services not yet rendered).

BILLING

The Subscription Fee shall be billed in annual installments, beginning on start date of this SOW.

CONTACT

For all issues arising under this SOW, Company shall contact 1Huddle’s designated contact person, as set forth below:

Brianna Hernandez
brianna@1huddle.co

AUTHORIZATION

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date set forth above. By executing this agreement on behalf of Company, you acknowledge that you have read and understand each of the terms and conditions set forth in this SOW and in the Master Services Agreement.

GLOUCESTER COUNTY

By: _____

Name: _____

Title: _____

1HUDDLE, INC.

By: _____

Name: Sam Caucci

Title: CEO