

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) shall govern the provision of services for all account holders (“User”) on digitalXmedia.co (“Website”) from the point an account is established and a User engages with digitalXmedia LLC (“Agency”). At such a time that a User initiates a paid subscription, for the purposes of this Agreement, that user shall be referred to as the “Client” and any 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 within the details of the subscription plan (“Plan”) selected by the Client and defined on the Website and may, from time to time, be amended upon the written consent of both parties following subscription, during the period of active subscription, but prior to termination of services. In the event of any conflict between the terms of this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail. No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto.

### 1. Statement of Work

Upon activation of a paid Plan, the Client has contracted the Agency to provide marketing resource support for the hours specified within the selected Plan for each month where the subscription remains active. All work, including, but not limited to, phone calls, email communications, planning, presentations, research, campaign set up and management, reporting, and technical operations will be counted against the hours provided by the subscription Plan until the hours for each month are exhausted. The Client will be notified by their assigned marketing resource (“eXpert”) prior to the depletion of hours and an itemized list of activities billed against hours can be provided to the Client by the Agency upon request to [billing@digitalxmedia.co](mailto:billing@digitalxmedia.co). Subscription Plans can be downgraded or upgraded at any point via the Agency customer portal located on digitalXmedia.co and will take effect on the date of the next billing cycle. The Plan costs include only the hours for the assigned eXpert and do not cover expenses incurred for media spend, creative work and other relevant services. The Agency shall not incur expenses on behalf of the Client without receiving prior written consent and payment via an addendum invoice.

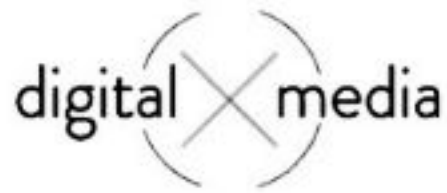
### 2. Payment and Refund Policy

Payment for a Plan is due to the Agency in full for the first month’s subscription at the point of purchase. In no event will any payment under this Agreement be contingent on receipt of any work or other compensation by the Agency. For the avoidance of doubt or fees at the time of purchase of media planning and buying services, the Agency will provide an immediate confirmation of purchase via an email to the address provided by the Client.

- a. If the Client cancels after the campaign launch, the Client is refunded any media monies not spent.
- b. If the Agency cancels at any point in time, the Agency will refund 100% of the media spend and 100% of the subscription fee.

### 3. Additional Services, Project Changes and Expenses

Any services or expenses outside the scope of the Plan or changes to previously approved work requested by the Client shall be the subject of an additional invoice to be approved in writing by both parties and requires settlement of payment in advance. Agency will invoice Client for all fees related to the acquisition of talent or talent services in advance and will only secure talent services upon receipt of all such fees from Client. Each such additional invoice is hereby incorporated to the Plan by this reference and bound by the terms of this Agreement.



#### **4. Client Representative; Approval of Work**

In order to avoid miscommunication, the Client shall appoint a sole representative with full authority to provide or maintain any necessary information and approvals that may be required by the Agency (the "Client Representative"). The Client Representative shall be responsible for coordination and review of the Agency's services and notifying Agency 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 or requires additional services, the Client shall pay all fees and expenses arising from such changes and additional services as set forth in section 3 above, directly to third-party vendors. The Agency will not be obliged to provide approvals, activations, commit to any expenditure, or conduct other related actions on behalf of the Client without receipt of written direction to do so, and the Agency will not be responsible for the consequences of any delay on the part of the Client in providing such written confirmation.

Client hereby grants Agency permission to release information not deemed confidential as needed with respect to marketing activities, public relations or similar publications (such as but not limited to, digital media buys, marketing brochures, press releases, case studies or references) in order to fulfill the statement of work for any active subscription Plan.

#### **5. Client Obligations and Materials**

The Agency's ability to perform its obligations under this Agreement may be dependent on the Client fulfilling its obligations. The Agency shall not be liable for any costs, charges or losses sustained by the Client arising directly from any failure of the Client to fulfill its obligations under this Agreement.

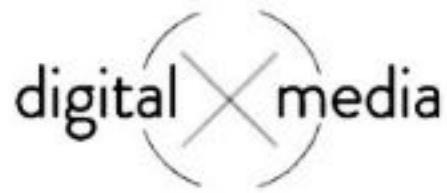
All copy provided by the Client shall be in electronic formats, suitable for typesetting. Where photographs, illustrations or other visual materials are provided by the Client, they shall be of professional quality and in a form suitable for reproduction without further preparation or alteration. The Client shall pay all fees and expenses required to bring nonconforming materials up to such standards. The Client warrants that all assets, concepts, materials, specifications, information, and instructions provided by Client or its agents may be exploited pursuant to this 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. Suppliers**

Unless otherwise stated in this Agreement or agreed by the parties in writing, the Agency's contracts with suppliers in respect of the Services shall be made in accordance with suppliers' standard terms or such other terms as the Agency is able to negotiate with the relevant supplier.

The Agency shall act as principal in all such contracts, but all rights and liabilities as between the Client and the Agency shall correspond to those between the Agency and the various suppliers under such conditions, including in particular any service levels and any rights of amendment, omission, and cancellation. The Agency shall use reasonable efforts to procure best commercial terms for the Client, and on the Client's written request the Agency shall supply the Client with the relevant terms and conditions.

Notwithstanding the above, unless the parties agree to different arrangements in writing, the Agency shall negotiate with any talent or celebrities (if applicable) on behalf of the Client, but the Client shall contract with such suppliers directly in order to derive maximum benefit from the relationship.



## **7. Legal Clearances and Indemnification**

The Client is responsible for obtaining all legal clearances required for the performance of services hereunder. The Client shall indemnify, defend (at its own cost and expense) and hold Agency and its officers, employees, and agents harmless from and against any and all claims, suits, demands, damages, losses and expenses arising from any breach, misrepresentation or other act or omission of the Client.

In the event that Agency incurs any loss or expense (including reasonable attorneys' fees and/or costs) as the result of any claim, suit or proceeding made or brought against Agency based upon or relating to any work which Agency has prepared for Client, with the exception of any claims based on damages alleged to have been intentionally caused by Agency, which works is either approved by you or was based on materials, statements, ideas or instructions from Client, Client agrees to indemnify Agency and to hold Agency harmless from and against any such loss or expense. The obligation to indemnify Agency hereunder shall not be deemed terminated upon cancellation.

Agency will not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of this Agreement. Agency's maximum liability under this Agreement shall not exceed the total fees received by it hereunder.

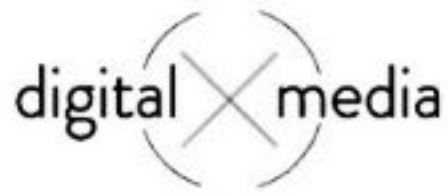
## **8. Liability of Agency**

Agency shall not be held responsible 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 Agency or by Client. Agency shall not be liable for any indirect, third-party, incidental, special, consequential, exemplary or punitive damages arising out of this Agreement. Agency's maximum liability under this Agreement shall not exceed the total fees received by it hereunder.

## **9. Confidential Information; Non-Solicitation**

Confidential information is that which relates to the Client's or Agency's research, development, trade secrets or business affairs and includes, in the case of Agency's confidential information, concepts presented to, but not selected by, the Client; it does not include information that is generally known or easily ascertainable by third parties. Agency and the Client shall mutually respect and maintain each other's confidential information and shall use it only to perform their respective obligations hereunder. For the avoidance of doubt, confidential information does not include information which 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 this Agreement during the term of the Agreement and for two years thereafter, directly or indirectly. No compensation of any kind may be offered or provided to any person currently compensated by the other party. The Client shall not, without the Agency's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of the Agency or its Affiliates; or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment or other service within the one year period following the termination of that person's engagement with the Agency or its Affiliates. During the period commencing on the date hereof through and ending one year following the Termination Date, the Client will not, whether for its own account or for the account of any other Person, intentionally interfere with the relationship of the Agency or its Affiliates with, or endeavor to entice away from the Agency or its Affiliates, any person



who during the term of the Agreement is, or during the preceding one-year period, was an eXpert of the Agency or its Affiliates.

## **10. Rights, Ownership, and Usage**

Subject to Agency's receiving full payment under this Agreement, Agency assigns to the Client, without representation or warranty, all rights, title, and interest Agency may have in any work specifically created by Agency for the Client pursuant to this Agreement, except that:

- (a) Agency may use and distribute such work as part of its portfolio for promotional purposes;
- (b) The agency shall own and retain all rights to any and all concepts, ideas, designs, proposals and other work and materials (collectively, "Work") which have been presented to the Client but not included in the final work product;
- (c) Agency shall own and retain all rights to any technology, 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"). Unless the parties agree otherwise in a written and signed Statement of Work, the Agency shall retain ownership of any and all Background Technology, including any and all associated intellectual property rights. Agency hereby grants to Client a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, display and perform Agency'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 Agency in its sole discretion.

## **11. Term and Termination**

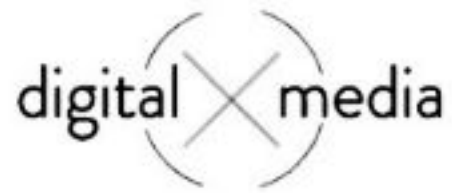
Either party may terminate this Agreement for any reason. The Client may execute termination via the Agency customer portal located on [digitalXmedia.co](http://digitalXmedia.co) and thereby Termination will take effect immediately. Any unspent media monies held by the Agency will be refunded within 5-10 business days from the date of Termination via the method of payment provided by the Client.

## **12. Governing Law; Jurisdiction**

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

## **13. Confidentiality**

In view of the fact that Agency's work will bring the Agency into close contact with many confidential affairs of Client not readily available to the public, and plans for future developments, Agency agrees to keep secret all matters, except for the existence of this engagement generally, and further agrees not to disclose any such matters to anyone outside of Agency throughout the term of this agreement, without written consent from Client.



## Acceptance

By submitting and completing payment for a subscription Plan electronically via the Agency Website, the Client has agreed to purchase services from the Agency, which, by providing confirmation of the completed purchase of the Plan to the Client, the Agency has accepted the offer, resulting in a binding contract. The parties hereto are each acting with proper authority by their respective companies.

