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# Contently

## MASTER SERVICES AGREEMENT

This Master Service's Agreement (the *Agreement*), effective as of April 3, 2018 (*Effective Date*), is between Contently, Inc. with an address at 598 Broadway, 4<sup>th</sup> Floor, New York NY 10012 (*Contently*), and Surface Media LLC. with an address at 601 West 26<sup>th</sup> Street, Suite 1507, New York, NY 10001 (*Customer*). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contently and Customer hereby agree as follows:

### 1. DEFINITIONS.

**Account** means Customer's account on the Platform into which payments made by Customer are deposited, and amounts due hereunder are deducted by Contently.

**Fees** shall mean Subscription Fees, Content Fees and Services Fees, each as defined and more fully described in Section 6.

**Freelancers** means the freelance writers, editors and other freelance talent made available to Customer through the Platform.

**Order Form** means each Contently ordering document signed by duly authorized representatives of both Parties which references this Agreement, identifies the specific Services ordered by Customer from Contently, sets forth the prices for the Services and contains other applicable terms and conditions.

**Platform** means the editorial marketplace and tools made available by Contently at [www.contently.com](http://www.contently.com) which connects Freelancers to Customers for the purpose of facilitating requests for the creation of content, content creation workflows, payment processing, and such other services as may be offered by Contently from time to time.

**Services** means (i) access to and use of the Platform and (ii) those set-up, integration, configuration, consulting, custom analytics, content creation and managed services to be provided by Contently if and as specified on an Order Form.

**Submissions** means content provided by Freelancers to Customer in response to Content Requests.

### 2. SERVICES.

**2.1 Order Forms.** Contently shall provide Customer with the specific Services specified on an Order Form.

**2.2 Platform Subscription.** Subject to the terms and conditions of this Agreement Contently (a) agrees to use commercially reasonable efforts to make the Services available to Customer, and (b) grants Customer, during the term of the applicable Order Form, a non-exclusive, non-transferable, non-sub licensable subscription to access and use the Platform solely for Customer's internal business purposes. Contently reserves the right to modify the Platform (in whole or in part) at any time, provided that such modifications do not materially reduce the functionality of the Platform.

**2.3 Limitations.** Contently will not be responsible or liable for any failure in the Services resulting from or attributable

to (a) failures in any telecommunications, network or other service or equipment that are not within Contently's reasonable control, (b) Customer's products, services, negligence, acts or omissions, (c) any force majeure or other cause beyond Contently's reasonable control, or (d) unauthorized access, breach of firewalls or other hacking by third parties.

**2.4 Affiliates.** Affiliates of Customer may acquire Services subject to the terms and conditions of this Agreement by executing an Order Form hereunder directly with Contently. Each Order Form executed by an Affiliate hereunder shall incorporate the terms of this Agreement by reference and be deemed to be a two party agreement between Contently and such Customer Affiliate. Each Customer Affiliate executing an Order Form shall be solely responsible for its obligations pursuant to such Order Form as well as for the obligations to be performed pursuant to this Agreement and the liabilities arising out of this Agreement as if it was the named party instead of Customer. Customer shall have no obligations or liabilities as to such Order Form and Contently shall look solely to the Affiliate executing such Order Form. For purposes of the foregoing, an "Affiliate" means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Customer where "control" means the direct possession of a majority of the outstanding voting securities of an entity.

### 3. CONTENT REQUESTS AND SUBMISSIONS.

**3.1 Content Requests.** Customer may submit content requests (*Content Requests*) through the Platform to Freelancers, which Freelancers may choose to complete in return for compensation specified by Customer (*Content Fee*). Content Requests shall specify (a) the form, length, and/or content of the requested Submission, (b) the amount of the Content Fee to be paid by Customer with respect to such Submission, and (c) whether Customer will acknowledge Freelancer's authorship of or contribution to any Submission upon publication of such accepted Submission. Customer shall not submit Content Request for any content or Submissions that are unlawful, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

**3.2 Acceptance of Submissions.** Customer agrees to use commercially reasonable efforts to accept or reject all Submissions within fifteen (15) business days following the