

## Master Services Agreement

This master services agreement ("Agreement") dated effective March 09, 2018 (the "Effective Date") is entered into by and between [REDACTED] ("Client") and [REDACTED] ("Agency"). [REDACTED] ("Agency") agrees to provide, certain advertising and marketing services on Client's behalf during the Term (as defined below).

Client and Agency agree as follows:

1. Term. The term of this Agreement (the "Term") shall be the period commencing on the Effective Date and continuing until this Agreement is terminated in accordance with Termination below.
2. In Scope Services. During the Term, Agency will provide to Client the services described in one or more scopes of work (each an "SOW" and collectively the "SOW's").
3. Compensation. As compensation for Agency's services, Client shall pay Agency the compensation set forth in the applicable SOW for the applicable project.
4. Media, Production and Out of Pocket Charges. In addition to the compensation set forth in an SOW, Client shall pay Agency in accordance with the procedures outlined in Exhibit A for the charges and costs set forth in Exhibit A.
5. Ownership. As between Client and Agency, any material (other than "Agency Materials" (as defined below)) that Agency produces on Client's behalf as part of the services ("Work Product") will become Client's property upon delivery of the Work Product to Client. As between Client and Agency and upon payment of Agency's invoices, the Work Product shall be considered a work for hire for Client for copyright purposes or, if for any reason held not to be a work for hire, Agency assigns to Client all of Agency's right, title and interest in and to the Work Product. Agency shall cooperate with Client and execute all reasonable documents and take other necessary actions as reasonably directed by Client to effect the foregoing grant of rights.
6. Client Responsibilities. Agency's successful performance of Agency's services depends upon Client's cooperation in timely providing to Agency any requested information, creative review, materials and feedback. A reasonable number and scope of changes and modifications to the services that Agency provides is anticipated as part of Client's review process. However, any changes or revisions that Client requests that are inconsistent with previous materials approved by Client or that exceed the rounds of revisions specified in an SOW (or if not specified in an SOW, that exceed the rounds of revisions reasonably contemplated by Agency when Agency priced its services, but no less than two round of revisions) may result in delays and additional charges and fees to Client in accordance with a change order that Agency will provide to Client for Client's approval.
7. Agency Materials. Client acknowledges that Agency may own certain non-digital materials created by Agency prior to or separate from Agency's services for Client ("Pre-Existing Materials") and that all such Pre-Existing Materials shall remain Agency's sole and exclusive property; provided, however, that to the extent the Pre-Existing Materials are included in any Work Product produced by Agency for Client in finished and final form for public distribution ("Final Materials"), unless otherwise agreed by Client and Agency in writing, upon payment by Client of Agency's invoices, Client shall have a global, perpetual, non-exclusive, royalty-free license to use the Pre-Existing Materials as part of the Work Product, in and as incorporated in the Final Materials furnished by Agency. Client also acknowledges that Agency may use in connection with its services for Client computer software ("Software") and "Tools/Underlying Elements" (which shall be defined as research, strategies, ideas, concepts, knowledge, techniques, procedures, processes, algorithms, models, protocols, routines and methods (including those used in the creation of computer software (both object code and source) and certain functionality thereof)), which are and have been developed by Agency in the course of Agency's business and that Agency may repurpose and use for multiple clients or projects, and all such Software and Tools/Underlying Elements, including those developed by Agency in the course of Agency's services for Client, shall, as between Agency and Client, be and remain Agency's property. However, unless otherwise agreed by Client and Agency, to the extent the Software and Tools/Underlying Elements are included in any materials produced by Agency on Client's behalf, insofar as Agency's rights are concerned, upon