

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“AGREEMENT”) IS HEREBY INCORPORATED INTO AND MADE A PART OF THE WORK ORDER EXECUTED BY GREEN DISTRICT MEDIA (“GREEN DISTRICT MEDIA”), A PENNSYLVANIA LIMITED LIABILITY COMPANY AND THE ENTITY/INDIVIDUAL IDENTIFIED AS THE CLIENT IN THE WORK ORDER (“CLIENT”) BETWEEN GREEN DISTRICT MEDIA AND CLIENT (EACH A “PARTY” AND COLLECTIVELY, THE “PARTIES”). THIS AGREEMENT WAS LAST UPDATED ON DECEMBER 22, 2019 AND IS EFFECTIVE AS OF THE DATE ON THE WORK ORDER. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF A WORK ORDER AND THIS AGREEMENT, THE TERMS OF THIS AGREEMENT WILL PREVAIL UNLESS THE WORK ORDER EXPRESSLY STATES OTHERWISE.

1. SERVICES, WORK ORDERS, AND CHANGE ORDERS

1.1. Services. Subject to the terms and conditions of this Agreement and at Client’s request and direction, GREEN DISTRICT MEDIA will perform for Client the services described in one or more Work Orders (as defined below) (the “**Services**”).

1.2. Work Orders. The specific details of the Services to be performed will be determined on a per-project basis, and the details for each project will be described in a written work order, substantially in the form of the work order set forth in **Schedule 1** hereto, that is executed by both parties (each, a “**Work Order**”). Once executed by both parties, each Work Order will be a unique agreement that incorporates the terms of this Agreement and stands alone with respect to all other Work Orders. If there is a conflict between the terms of this Agreement and the terms of a Work Order, the terms of this Agreement will control unless the Work Order states that a specific provision of this Agreement will be superseded by a specific provision of the Work Order.

1.3. Change Orders. Unless otherwise specified in a Work Order, Client may reasonably request in writing that revisions be made with respect to the Services or deliverables set forth in that Work Order (each, a “**Change Order**”). If a Change Order recites revisions that (a) changes Client’s personnel allocated to such Work Order pursuant to Section 2.1; or (b) materially increase the scope of the Services or the effort required to deliver deliverables under the applicable Work Order, then within five (5) business days after GREEN DISTRICT MEDIA receipt of such Change Order, GREEN DISTRICT MEDIA will deliver to Client a written, revised Work Order reflecting Company’s reasonable determination of the revised Services, deliverables, delivery schedule, and payment schedule, if any, that will apply to the implementation of the revisions. If Client approves the revised Work Order, then the parties will execute it, and upon execution, the revised Work Order will supersede the then-existing Work Order. If Client does not approve the revised Work Order within five (5) business days after its receipt by Client, the then-existing Work Order will remain in full force and effect, and GREEN DISTRICT MEDIA will have no further obligation with respect to the applicable Change Order.

1.4. Project Delay. GREEN DISTRICT MEDIA shall inform Client as soon as practical of any anticipated delays in the delivery of any deliverable or any item specifically set forth in any Work Order and of the actions being taken to assure completion of the such item. In the event that such delay is the result of any action or inaction by Client, GREEN DISTRICT MEDIA will provide Client with written notice that such a delay is anticipated or has occurred, and the reason(s) for the delay relative to the action or inaction of Client. Work on the Work Order shall not resume until the reason for the delay has been resolved by Client and notice of its resolution has been provided to Company. If Client fails to cure the delay within ten (10) calendar days, Company may, at its sole option, declare a default under this Agreement and may pursue all remedies and collect all amounts owed pursuant to Section 6.2(c). Notwithstanding any delay on the part of Client, GREEN DISTRICT MEDIA shall make commercially reasonable

efforts to continue work on Work Order, and shall halt work only to the extent that work cannot reasonably continue without corrective action on the part of the Client. In the event that work on the Work Order is halted in accordance with this Section 1.4, absent a declaration of default by GREEN DISTRICT MEDIA pursuant to this Section 1.4 work shall resume as soon as commercially possible after Client has taken such corrective action on its part as is necessary and has provided notice of such corrective action to GREEN DISTRICT MEDIA.

2. PERFORMANCE OF SERVICES

2.1. Project Management. For each Work Order, each party will designate a single point of contact within its organization to manage the projects described in such Work Order (each, a “**Project Leader**”). In addition, all personnel of Client who will contribute to the projects described in such Work Order shall be identified in writing (via e-mail or other such method mutually agreeable amongst the parties) to GREEN DISTRICT MEDIA at the time of commencement of the Services associated with such Work. Except as otherwise specified in a Work Order, GREEN DISTRICT MEDIA Project Leader will only receive direct instructions from Client’s Project Leader, but shall reasonably work with the Client’s other personnel in connection with performing the Services set forth in the applicable Work Order. Any request by Client to add any new personnel to any projects described in any Work Order following the time of commencement of the Services associated with such Work Order or request to replace Client’s Project Leader shall be considered a Change Order pursuant to the terms of Section 1.3 hereof. The Project Leaders will meet as necessary to manage the Services to be performed under a Work Order. Upon request, GREEN DISTRICT MEDIA Project Leader will provide Client’s Project Leader with regular reports on the status of the Services.

2.2. Release. On behalf of all personnel of Client who will contribute to the projects described in any Work Order as well as any other parties participating in such project at the direction of or by the request of Client, Client hereby grant the following rights and permissions to GREEN DISTRICT MEDIA:

(a) GREEN DISTRICT MEDIA has the absolute right and permission to take, use, reuse, publish, and republish video and/or photographic images (in any media whether electronic, digital, recorded or otherwise) of those recorded or photographed, including any minors, or in which any minor may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with the adult’s or minor’s own or a fictitious name, or reproductions of such videos or photographs in color or otherwise, made through any medium and in any and all media now or hereafter known.

(b) Client specifically consents to the digital compositing or distortion of any such media, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background.

(c) Client releases, discharges, and agrees to hold harmless and defend GREEN DISTRICT MEDIA, its legal representatives or assigns, and all persons acting under its permission or authority or those for whom Company is acting, from any liability by virtue of any reason in connection with the making and use of such videos or photographs, including blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said recording or picture or in any subsequent processing thereof, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy.

(d) Client hereby warrants that they have legal authority to make such an agreement on behalf of any personnel of Client as well as any other parties participating in such project at the direction of or by the request of Client or minor present in connection with the Services.

This release contained in this Section 2.2 shall be binding upon the Client, and Client's respective heirs, legal representatives, and assigns.

- 2.3. **Personnel.** The Services must be performed in a competent, professional, and workmanlike manner by qualified personnel in accordance with applicable laws.
- 2.4. **Subcontractors.** GREEN DISTRICT MEDIA may utilize independent contractors to perform all or part of the Services. GREEN DISTRICT MEDIA will remain solely responsible for the performance of all of the Services that are subcontracted.
- 2.5. **Exclusive Representation.** Except as expressly set forth to the contrary in a Work Order, Client agrees that during the term of this Agreement Company shall be the exclusive provider of Services pursuant to any Work Order and Client shall not, without GREEN DISTRICT MEDIA prior written consent, engage any other party to provide services related to any project described in any Work Order. In the event of any engagement in violation of this Section 2.5, GREEN DISTRICT MEDIA shall be entitled to terminate this Agreement pursuant to Section 6.2(c).
- 2.6. **Materials.** Except as otherwise specified in a Work Order, GREEN DISTRICT MEDIA will be responsible for and supply all necessary equipment, materials, and other resources required to perform the Services.
- 2.7. **Client Materials; License.** Any materials provided by Client to Company are to be used solely to perform the Services ("**Client Materials**"). GREEN DISTRICT MEDIA will treat the Client Materials as Client's Confidential Information (as defined below). Client hereby grants to GREEN DISTRICT MEDIA a non-exclusive, worldwide, royalty-free license in and to any deliverables under the applicable Work Order and Client Materials, under all of Client's intellectual property rights therein, solely for the purpose of performing the Services contemplated by any Work Order in accordance with the terms of this Agreement. Client also hereby grants to GREEN DISTRICT MEDIA a non-exclusive, worldwide, royalty-free license to use any one or more of the trademarks, service marks, trade names, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned by Client (the "**Client Brand**") solely for the purpose of performing the Services contemplated by any Work Order in accordance with the terms of this Agreement.

3. DELIVERABLES; ACCEPTANCE OF DELIVERABLES

- 3.1. **Initial Delivery.** GREEN DISTRICT MEDIA will notify Client when it believes that it has appropriately completed a deliverable and will deliver the deliverable to Client in the format specified in the applicable Work Order for Client's acceptance in accordance with the terms of this Section 3.
- 3.2. **Inspection.** After GREEN DISTRICT MEDIA delivery of each deliverable, Client will have five (5) business days to inspect the deliverable to verify that it conforms in all respects to the

applicable specifications specified in the applicable Work Order. Upon completion of such five (5)-business day period, if Client has not delivered a Rejection Notice (as defined below) such deliverable shall be deemed automatically accepted by the Client.

- 3.3. **Rejection Notice.** If Client reasonably determines in good faith that the deliverable does not conform to the applicable specifications or does not otherwise pass the applicable acceptance criteria set forth in the applicable Work Order, if any, Client will promptly notify GREEN DISTRICT MEDIA of its determination in a written notice setting forth a description of the nonconformities exhibited by the deliverable ("**Rejection Notice**").
- 3.4. **Correction of Nonconformities.** After GREEN DISTRICT MEDIA receives a Rejection Notice, the parties will meet and confer to agree in good faith upon the timing schedule by which GREEN DISTRICT MEDIA will perform additional Services to remedy the nonconformities set forth in the Rejection Notice and the applicable additional charges associated therewith, if any. When GREEN DISTRICT MEDIA remedies the nonconformities, GREEN DISTRICT MEDIA will redeliver the deliverable to Client and Client will again review the deliverable for acceptance or rejection in accordance with this Section 3.
- 3.5. **Remedies.** If Client reasonably determines in good faith that GREEN DISTRICT MEDIA will be unable to correct all nonconformities in a deliverable, Client will have the option, by delivering written notice to such effect to GREEN DISTRICT MEDIA, to terminate the Work Order only with respect to the nonconforming deliverable; terminate the entire Work Order; or accept the nonconforming deliverable. In the event of any termination of all or a portion of any Work Order pursuant to this Section 3.5, Client shall be obligated to pay any undisputed amount set forth in any invoices delivered pursuant to Section 5 and any and all related out of pocket costs and expenses specified in the applicable Work Order(s) (including, but not limited to, any upfront costs paid by GREEN DISTRICT MEDIA related to any third party independent contractor specified in any applicable Work Order) related to such undisputed amounts that had actually been incurred by GREEN DISTRICT MEDIA prior to delivery of the written notice of termination by Client pursuant to this Section 3.5.

4. THIRD PARTY MATERIALS

- 4.1. **Sublicense from GREEN DISTRICT MEDIA.** If a Work Order requires GREEN DISTRICT MEDIA to obtain, for use in connection with the Services or incorporation into an Invention (as defined in Section 8.1), any material from a third party from whom GREEN DISTRICT MEDIA has been granted an appropriate right of sublicense, then, with prior Client approval, GREEN DISTRICT MEDIA will duly sublicense the third-party materials to Client to the extent necessary for Client to fully utilize the Invention; GREEN DISTRICT MEDIA will grant the sublicense to Client subject to the terms and conditions of any applicable sublicense agreements required by the third party; and the sublicense agreement will be executed by the parties and attached as part of the applicable Work Order.
- 4.2. **GREEN DISTRICT MEDIA Obligation to Seek a License.** If a Work Order requires GREEN DISTRICT MEDIA to obtain, for use in connection with the Services or incorporation in to an Invention, any material from a third party from whom GREEN DISTRICT MEDIA or Client has not acquired the necessary right or license for the use or incorporation, then GREEN DISTRICT MEDIA will: make good faith and diligent efforts to license the third-party material from the third party on Client's behalf; and forward to Client all communications and invoices received from the third-party by GREEN DISTRICT MEDIA. Unless otherwise specified in a Work Order, Client will be responsible for costs associated with GREEN DISTRICT MEDIA performing its obligations under this Section 4.2.

4.3. Client's Obligation to Seek a License. If a Work Order requires Client to obtain, for use in connection with the Services or incorporation into an Invention, any material from a third party from whom GREEN DISTRICT MEDIA or Client has not acquired the necessary right or license for the use or incorporation, then Client will, at its sole expense, acquire the necessary right or license to the third-party material.

5. COMPENSATION

5.1. Fees. Client will pay the fees as set out in each Work Order ("**Service Fees**"). Client will not reimburse GREEN DISTRICT MEDIA for any costs or expenses unless the nature of the costs and expenses to be reimbursed are specified in the Work Order and GREEN DISTRICT MEDIA receives approval before incurring a specific cost or expense. All fees payable under this Agreement are exclusive of taxes and similar charges.

5.2. Payment. Unless otherwise specified in a Work Order: GREEN DISTRICT MEDIA will issue monthly invoices for Service Fees for Services that have been performed in the month; and Client will pay any undisputed amount set forth in such invoices no later than 30 days after receipt of GREEN DISTRICT MEDIA invoice. Payment for undisputed amounts under this Agreement shall, if not paid within 30 days of receipt of the applicable invoice, bear simple interest at the lower of one and one-half percent (1.5%) per month or the highest rate permitted by law.

5.3. Audit by Client. GREEN DISTRICT MEDIA will, after reasonable prior notice from Client, provide Client with reasonable access to GREEN DISTRICT MEDIA records and personnel so that Client may confirm, at Client's sole cost, that GREEN DISTRICT MEDIA has properly invoiced Client under this Agreement.

6. TERM AND TERMINATION

6.1. Term. This Agreement will commence on the Effective Date and continue for 12 months from the Effective Date, after which time the term of this Agreement shall automatically renew for successive 12 month periods unless either party delivers written notice to the other party of its desire to terminate this Agreement at least 30 days prior to any such renewal. Notwithstanding the foregoing, in the event that any Work Order has not been completed as of the date that this Agreement terminates, this Agreement, along with any such Work Order shall continue to be effective until the completion of such Work Order unless specifically terminated in accordance with the terms of this Agreement or the terms of such Work Order.

6.2. Termination; Termination Fee.

(a) Client may terminate this Agreement upon written notice to GREEN DISTRICT MEDIA if GREEN DISTRICT MEDIA is in breach of any material provision of this Agreement and such breach remains uncured for a period of thirty (30) calendar days.

(b) Client may terminate this Agreement for convenience at any time by giving thirty (30)-calendar days prior written notice to GREEN DISTRICT MEDIA.

(c) In the event of any termination of this Agreement by GREEN DISTRICT MEDIA pursuant to Section 1.4 above, Section 2.6 above, Section 6.a (b) or by Client pursuant to any other section of this Agreement other than pursuant to Section 6.2(a) above, Client shall pay to GREEN DISTRICT MEDIA within five (5) business days of the effective date of such termination (i) in consideration of Company forgoing other business opportunities in anticipation of the Services that otherwise would have been provided to Client pursuant to this Agreement, a termination fee equal to 50% of the total unpaid amounts of any Service Fees associated with any then outstanding Work Order, (ii) any undisputed amount set forth in any invoices delivered pursuant to Section 5; and (iii) any and all other out of pocket costs and expenses specified in any then outstanding Work Order (including, but not limited to, any upfront costs paid by GREEN DISTRICT MEDIA related to any third party independent

contractor specified in any applicable Work Order) that had actually been incurred by GREEN DISTRICT MEDIA in anticipation of fulfillment of any then outstanding Work Order prior to delivery of the written notice of termination by Client pursuant to this Section 6.2(c), an invoice for which will be delivered by GREEN DISTRICT MEDIA to Client prior to the effective date of the termination.

6.3. Survival. Upon termination, all rights and duties of the parties toward each other cease except that Sections 2.2, 2.7, 5.3, 6.2, 6.3, 6.4, 7, 8, 10, and 11 will survive termination or expiration of this Agreement.

6.4. Return of Materials. Upon the termination of this Agreement, or upon Client's earlier request, Company will deliver to Client all Client Materials and Confidential Information (as defined below) that are in Company's possession or control.

7. CONFIDENTIALITY

7.1. Definition. "**Confidential Information**" means any non-public information that relates to the actual or anticipated business, research, or development of Client and any proprietary information, trade secrets, and know-how of Client that are disclosed to GREEN DISTRICT MEDIA by Client or its agents, directly or indirectly, in writing, orally, or by inspection or observation of tangible items. Confidential Information includes research, development, and commercialization plans, processes, techniques, formulas, prototypes, and all information generated by GREEN DISTRICT MEDIA in the performance of the Services. Confidential Information includes information that is defined as "Confidential Information" under any other agreement between the parties. Confidential Information also includes the confidential information of third parties that has been provided to Client. Confidential Information is the sole property of Client.

7.2. Exceptions. Confidential Information does not include any information that GREEN DISTRICT MEDIA can demonstrate: was publicly known and made generally available in the public domain before Client disclosed the information to GREEN DISTRICT MEDIA, became publicly known and made generally available, after disclosure to GREEN DISTRICT MEDIA by Client, through no wrongful action or inaction of Company or others who were under confidentiality obligations, was in GREEN DISTRICT MEDIA possession, without confidentiality restrictions, at the time of disclosure by Client, as shown by GREEN DISTRICT MEDIA files and records, or was independently developed without use of or reference to the Confidential Information.

7.3. Nondisclosure and Nonuse. Except in connection with any Confidential Information contained in any Final Edit Version of any deliverable that Client has granted GREEN DISTRICT MEDIA a limited license to use pursuant to Section 8.4, GREEN DISTRICT MEDIA will not, during and after the term of this Agreement, disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than the performance of the Services on behalf of Client. GREEN DISTRICT MEDIA will take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information including, but not limited to, requiring each employee and independent contractor with access to Confidential Information to execute a nondisclosure agreement containing terms that are substantially similar to the terms contained in this Agreement. GREEN DISTRICT MEDIA will not, during and after the term of this Agreement, reverse engineer the Confidential Information.

7.4. Supersede Existing Obligations. The obligations in this Section 7 replaces and supersedes in full each party's obligations of confidentiality and nondisclosure under the terms of any confidentiality or nondisclosure agreement between the parties.

8. OWNERSHIP

Except as expressly set forth to the contrary in a Work Order, prior to payment by Client to GREEN DISTRICT MEDIA of the applicable Service Fee related to any Work Order, ownership of Inventions (as defined in Section 8.1) and related intellectual property rights associated with the Final Edit Versions (as defined below) of any deliverable delivered pursuant to such Work Order will be vested in the GREEN DISTRICT MEDIA. Upon payment by Client to GREEN DISTRICT MEDIA of the applicable Service Fee related to any Final Edit Versions of any deliverable delivered pursuant to any Work Order, ownership of Inventions and related intellectual property rights associated with such Final Edit Version of such deliverable delivered pursuant to such Work Order will be allocated as follows:

8.1. Inventions. All works of authorship, inventions, discoveries, improvements and information conceived, discovered, developed or otherwise made (as necessary to establish authorship, inventorship, or ownership) by GREEN DISTRICT MEDIA, solely or in collaboration with others, solely as they relate to Final Edit Version of a deliverable delivered pursuant to such Work Order; that reflect or contain Client's Confidential Information; or that form all or part of a Final Edit Version of a deliverable provided as part of the Services; in each case of (a), (b), or (c) of this sentence whether developed as part of the Services or separately, but excluding Pre-Existing Works (as defined in Section 8.2) or GREEN DISTRICT MEDIA Work Product (as defined in Section 8.3)(collectively, "**Inventions**") will be the sole property of Client. Inventions that constitute copyrightable subject matter will be considered "works made for hire" to the extent permitted under the United States Copyright Act. To the extent that ownership of the Inventions does not by operation of law vest in Client, GREEN DISTRICT MEDIA will assign (or cause to be assigned) and does hereby assign fully and irrevocably to Client all right, title, and interest in and to the Inventions, including all related intellectual property rights.

8.2. Pre-Existing Works. If in the course of performing the Services, Company incorporates into any deliverable or Invention any other work of authorship, invention, discovery, improvement or information existing before the Effective Date that is owned or controlled by GREEN DISTRICT MEDIA (a "**Pre-Existing Work**") or Company Work Product (as defined in Section 8.3), GREEN DISTRICT MEDIA will grant and does now grant to Client a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to reproduce, manufacture, modify, distribute, use, import, and otherwise exploit the Pre-Existing Work or Company Work Product, as applicable, as part of or in connection with the deliverable or Invention.

8.3. Final Edit Versions. Unless otherwise specified in a Work Order, all deliverables set forth in any Work Order, subject to acceptance of such deliverable by Client pursuant to the terms of this Section 3, shall be delivered to Client containing all edits and adjustments deemed necessary by GREEN DISTRICT MEDIA to satisfy the applicable acceptance criteria set forth in the applicable Work Order, if any (each such deliverable accepted by Client pursuant to the terms of this Section 3, a "**Final Edit Version**"). Notwithstanding anything contained herein to the contrary and unless otherwise specified in a Work Order, in connection with the performance of the Services associated with any Work Order GREEN DISTRICT MEDIA shall only deliver to Client, and Client shall only retain ownership in, the Final Edit Version of any deliverable and ownership of all other intellectual property and work product (including, but not limited to any and all processes, techniques, formulas, analysis, strategies, tactics, methods, procedures, material(s) and footages created but not used in any deliverables such as outtakes and B-roll, and other operational instructions whether or not protectable under applicable law, that are created for Client by GREEN DISTRICT MEDIA and whether they be created by independent contractors, employees or subcontractors of GREEN DISTRICT MEDIA associated with such deliverables (the "**GREEN DISTRICT MEDIA Work Product**") shall be retained by Company.

8.4. Limited Publicity License. Unless otherwise specified in a Work Order, Client hereby grants to GREEN DISTRICT MEDIA a non-revocable, non-exclusive, worldwide, royalty-free license to use the Client Brand and any Final Edit Version of any deliverable solely for the purpose of use in connection with the GREEN DISTRICT MEDIA physical or electronic portfolio and/or website that GREEN DISTRICT MEDIA shows to other potential clients in the ordinary course of GREEN DISTRICT MEDIA business.

9. WARRANTIES

As an inducement to entering into and consummating this Agreement, Company and Client each represents, warrants, and covenants to the other as follows:

9.1. Organization Representations; Enforceability.

(a) GREEN DISTRICT MEDIA is duly organized, validly existing, and in good standing in the jurisdiction stated in the preamble to this Agreement. The execution and delivery of this Agreement by GREEN DISTRICT MEDIA and the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Company. This Agreement constitutes a valid and binding obligation of Company that is enforceable in accordance with its terms.

(b) Client is duly organized, validly existing, and in good standing in the jurisdiction stated in the preamble to this Agreement. The execution and delivery of this Agreement by Client and the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Client. This Agreement constitutes a valid and binding obligation of Client that is enforceable in accordance with its terms.

9.2. No Conflict.

(a) The entering into and performance of this Agreement by GREEN DISTRICT MEDIA does not and will not violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which GREEN DISTRICT MEDIA is a party or by which it or any of GREEN DISTRICT MEDIA property is or may become subject or bound. GREEN DISTRICT MEDIA will not grant any rights under any future agreement, nor will it permit or suffer any lien, obligation, or encumbrances that will conflict with the full enjoyment by Client of its rights under this Agreement.

(b) The entering into and performance of this Agreement by Client does not and will not violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which Client is a party or by which it or any of Client's property is or may become subject or bound. Company will not grant any rights under any future agreement, nor will it permit or suffer any lien, obligation, or encumbrances that will conflict with the full enjoyment by GREEN DISTRICT MEDIA of its rights under this Agreement.

9.3. Right to Make Full Grant. GREEN DISTRICT MEDIA has and will have all requisite ownership, rights, and licenses to fully perform its obligations under this Agreement and to grant to Client all rights with respect to the deliverables and Inventions and related intellectual property rights to be granted under this Agreement, free and clear of any and all agreements, liens, adverse claims, encumbrances, and interests of any person or entity, including, without limitation, GREEN DISTRICT MEDIA employees, agents, artists, and contractors and their contractors' employees, agents, and artists, who have provided, are providing, or will provide services with respect to the development of the Inventions.

9.4. Third Party Materials. Unless otherwise specified in a Work Order, GREEN DISTRICT MEDIA will not, without Client's prior

written consent, incorporate any third party materials into the Inventions.

9.5. Noninfringement. Except in connection with any violation or claimed violation of a third party's rights that Client was obligated to obtain a right or license from pursuant to the terms of this Agreement, (a) nothing contained in a deliverable or Invention (including Pre-Existing Works and Company Work Product) or required in order for GREEN DISTRICT MEDIA to create and deliver a deliverable or Invention under this Agreement does or will infringe, violate, or misappropriate any intellectual property rights of any third party and (b) no characteristic of any deliverable or Invention does or will cause manufacturing, using, maintaining, or selling the Invention to infringe, violate, or misappropriate the intellectual property rights of any third party.

9.6. No Pending or Current Litigation. GREEN DISTRICT MEDIA is not involved in litigation, arbitration, or any other claim and knows of no pending litigation, arbitration, other claim, or fact that may be the basis of any claim regarding any of the materials C GREEN DISTRICT MEDIA has used or will use to develop or has incorporated or will incorporate into the deliverables and Inventions to be delivered under this Agreement.

9.7. Services. The Services will be performed in a timely, competent, professional, and workmanlike manner by qualified personnel.

10. INDEMNIFICATION

10.1. Indemnification.

(a) GREEN DISTRICT MEDIA will indemnify, defend, and hold harmless Client and its directors, officers, agents, successors, and assigns from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: any negligent, reckless, or intentionally wrongful act of GREEN DISTRICT MEDIA or GREEN DISTRICT MEDIA directors, employees or agents; any breach by GREEN DISTRICT MEDIA or GREEN DISTRICT MEDIA directors, employees or agents of any of the covenants, warranties, or representations contained in this Agreement; any failure of GREEN DISTRICT MEDIA to perform the Services in accordance with all applicable laws, rules, and regulations; any violation or claimed violation of a third party's rights resulting in whole or in part from Client's use of the work product of GREEN DISTRICT MEDIA or deliverables under this Agreement (except in connection with any violation or claimed violation of a third party's rights that Client was obligated to obtain a right or license from pursuant to the terms of this Agreement); or injuries to persons that occur on Company's premises or premises under GREEN DISTRICT MEDIA control.

(b) Client will indemnify, defend, and hold harmless GREEN DISTRICT MEDIA and its directors, officers, agents, successors, and assigns from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: any negligent, reckless, or intentionally wrongful act of Client or Client's directors, employees or agents; any breach by Client or Client's directors, employees or agents of any of the covenants, warranties, or representations contained in this Agreement; any failure of Client to comply with all applicable laws, rules, and regulations; any violation or claimed violation of a third party's rights resulting in whole or in part from any violation or claimed violation of a third party's rights that Client was obligated to obtain a right or license from pursuant to the terms of this Agreement; or injuries to persons that occur on Client's premises or premises under Client's control.

10.2. Intellectual Property Infringement. In the event of any claim concerning the intellectual property rights of a third party that

would prevent or limit Client's use of the Inventions (except in connection with any violation or claimed violation of a third party's rights that Client was obligated to obtain a right or license from pursuant to the terms of this Agreement), GREEN DISTRICT MEDIA will, in addition to its obligations under Section 10.1, take one of the following actions at its sole expense:

(a) procure for Client the right to continue use of the Invention or infringing part thereof; or

(b) modify or amend the Invention or infringing part thereof, or replace the Invention or infringing part thereof with another Invention having substantially the same or better capabilities.

11. MISCELLANEOUS

11.1. Services and Information Prior to Effective Date. All services performed by GREEN DISTRICT MEDIA and all information and other materials disclosed between the parties prior to the Effective Date will be governed by the terms of this Agreement, except where the services are covered by a separate agreement between GREEN DISTRICT MEDIA and Client.

11.2. Independent Contractor. It is the express intention of the parties that GREEN DISTRICT MEDIA performs the Services as an independent contractor. Without limiting the generality of the foregoing, GREEN DISTRICT MEDIA is not authorized to bind Client to any liability or obligation or to represent that GREEN DISTRICT MEDIA has any authority. GREEN DISTRICT MEDIA will indemnify and hold Client harmless to the extent of any obligation imposed on Client resulting from a determination that GREEN DISTRICT MEDIA is not an independent contractor.

11.3. Force Majeure. GREEN DISTRICT MEDIA shall not be liable for any failure to perform its obligations under this Agreement if such failure arises, directly or indirectly, out of any acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within GREEN DISTRICT MEDIA possession or reasonable control (including, but not limited to, delays or destruction of electronic data or information resulting from failures of hard drives, storage disks, thumb drives or other such digital media memory cards on which such information was held), denial of service attacks, incompatibility of Client's equipment or software with GREEN DISTRICT MEDIA equipment or software, acts or omissions of vendors or suppliers, transportation and telecommunications difficulties.

11.4. EXCEPT FOR BREACHES OF SECTION 7 OR SECTION 10, EACH PARTY WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF A PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION WILL APPLY EVEN IF THE REMEDIES AVAILABLE IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL GREEN DISTRICT MEDIA TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER INCURRED WITH RESPECT TO ONE CLAIM, OR CUMULATIVELY INCURRED FROM MULTIPLE RELATED OR UNRELATED CLAIMS ARISING UNDER THIS AGREEMENT FROM TIME TO TIME, AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNTS PAID BY CLIENT TO GREEN DISTRICT MEDIA DURING THE TWELVE (12) MONTH PERIOD PRIOR TO

THE EVENT GIVING RISE TO THE FIRST CLAIM BROUGHT HEREUNDER.

- 11.6. Legal Fees. Client shall pay all GREEN DISTRICT MEDIA costs of collection and enforcement of this Agreement when incurred, including, without limitation, reasonable attorneys' fees, costs and expenses incurred before, after or in connection with any failure by Client to pay any undisputed amounts due pursuant to this Agreement. Notwithstanding the foregoing, in the event that of any dispute between the parties, the non-prevailing party shall pay all reasonable fees and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by the prevailing party.
- 11.7. Governing Law; Dispute Resolution. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the Commonwealth of Pennsylvania, without reference to its choice of law rules. The parties agree that any dispute arising out of or in connection with this Agreement will be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The venue for such arbitration shall be in the city and county of Philadelphia, Pennsylvania, and each party hereby irrevocably consents to the exclusive jurisdiction and venue stated herein.
- 11.8. Non-assignment; Subcontractors. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by GREEN DISTRICT MEDIA, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Client; provided, however, that this Agreement and the rights under this Agreement may be assigned or otherwise transferred by GREEN DISTRICT MEDIA without the consent of Client (a) in connection with a sale of all or substantially all of the assets of the portion of Company's business related to the provision of Services under this Agreement; or (b) in connection with a merger or other similar action of GREEN DISTRICT MEDIA for the purpose of changing GREEN DISTRICT MEDIA state of formation or corporate form. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.
- 11.9. Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by one party to the other party are, and will otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101(56) of the United States Bankruptcy Code. Client or GREEN DISTRICT MEDIA, as applicable, as a licensee of the rights under this Agreement, will retain and may fully exercise all of its rights and elections under the Bankruptcy Code. If a bankruptcy proceeding is commenced by or against either party under the Bankruptcy Code, the other party will be entitled to a complete duplicate of (or complete access to, as appropriate) any licensed intellectual property and all embodiments of the intellectual property.
- 11.10. Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: delivered in person, sent by first class registered mail, or air mail, as appropriate, or sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address as set forth below. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.10. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.
- 11.11. Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the

validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

- 11.12. Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 11.13. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may be executed and delivered by facsimile, portable document format (PDF), other electronic methods (e.g., DocuSign), and such facsimile, PDF, scanned, or other electronic signature will have the same force and effect of an original document with original signatures.
- 11.14. Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.
- 11.15. Integration. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties.
- 11.16. Publicity. Client agrees that GREEN DISTRICT MEDIA may: (a) list Client and a Client-approved logo on GREEN DISTRICT MEDIA's website and/or customer list; (b) publish a mutually agreed press release announcing the relationship with Client on all social media platforms; and (c) after the acceptance of the Final Edit Version, publish a mutually agreed testimonial that describes the value received by Client as a result of using the GREEN DISTRICT MEDIA'S services.

