

## CONTENT CREATION AGREEMENT

This Content Creation Agreement, including the **Order Form** which by this reference is incorporated herein (this "**Agreement**"), is a binding agreement between L. S. Shaffer Art & Design LLC ("**Creator**") and the person or entity identified on the **Order Form** as content purchaser ("**Client**").

CREATOR PROVIDES THE CONTENT SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CLIENT ACCEPTS AND COMPLIES WITH THEM. **BY CLICKING THE "ACCEPT" BUTTON ON THE ORDER FORM** YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CLIENT IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CLIENT IS CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CLIENT AND BIND CLIENT TO ITS TERMS. IF CLIENT DOES NOT AGREE TO THE TERMS PLEASE SELECT THE **"I DECLINE"** BUTTON AND THE "CLEAR FORM" BUTTON BELOW AND EXIT THE ORDER FORM. IF YOU DO NOT ACCEPT THESE TERMS CREATOR WILL NOT PROVIDE THE CONTENT TO CLIENT AND YOU MUST NOT DOWNLOAD OR OTHERWISE SAVE THE CONTENT.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

"Client" has the meaning set forth in the preamble.

"Content" means the provisionally rendered logo designs, one (1) logo, and one (1) color option, for which the Client is purchasing.

"Creator" has the meaning set forth in the preamble.

“Purchase Price” means the full asking price for the selected Content to be paid by Client.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Order Form" means the order form filled out and submitted by or on behalf of Client, and accepted by Creator, for Client's purchase of the Content under this Agreement.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“Preferred Content” means one (1) logo concept and one (1) color option selected by Client from the Content.

"Term" has the meaning set forth in Section 6.

2. Scope. Subject to and conditioned upon the Client's strict compliance with all terms and conditions set forth in this Agreement, Creator agrees to render the Content and provide such Content to Client in a limited, preview form for purposes of review and selection. Upon provision of the Content the Client shall have seven (7) business days to view the Content and select Preferred Content. Upon selection of Preferred Content and payment of the Purchase Price and subject to all conditions and limitations set forth in this Agreement, Creator will provide to Client the Preferred Content in a downloadable format.

3. Use Restrictions. Client shall not directly or indirectly:

(a) make copies of the Content beyond those copies necessary and required for review and selection; or

(b) modify, translate, adapt or otherwise create derivative works or improvements of the Content or any part thereof.

#### 4. Intellectual Property Rights.

(a) Client acknowledges and agrees that the Content provided under this agreement is the property of Creator. Client does not acquire any ownership interest in the Content under this Agreement, or any other rights thereto. Creator reserves and shall retain its entire right, title, and interest in and to the Content and all Intellectual Property Rights arising out of or relating to the Content, except as expressly granted to the Client in this Agreement.

(b) Subject to the terms and conditions of this agreement, Creator assigns to Client all right, title, and interest in the Preferred Content, including all Intellectual Property Rights therein.

(c) Client hereby grants Creator a limited license to use the Content including Preferred Content for personal promotion and portfolio uses.

#### 5. Payment.

(a) Subject to the terms and conditions of this Agreement and the applicable Order Form, Client shall pay the Purchase Price set forth in the applicable Order Form.

(b) the Purchase Price is payable in advance in the manner set forth in the Order Form and are non-refundable.

(c) the Purchase Price and amounts set forth in this Agreement or any Order Form are exclusive of taxes. Client shall be solely responsible for all sales, service, value-added, use, excise, consumption, and any other taxes, duties, and charges of any kind, if any, imposed by any federal, state, or local governmental entity on any amounts payable by Client under this Agreement or any Order Form, other than any taxes imposed on, or with respect to, Creator's income, revenues, gross receipts, personnel, real or personal property, or other assets. The parties shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible.

#### 6. Term and Termination.

(a) This Agreement shall remain in effect for the term set forth on the Order Form or until terminated as set forth herein.

(b) Client may terminate this Agreement by notifying Creator of such

intent, or by not taking any action with respect to the Content (i.e. not selecting Preferred Content).

(c) Creator may terminate this Agreement, effective upon written notice to Client, if Client, breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured seven (7) business days after Creator provides written notice thereof.

## 7. Disclaimer.

(a) THE CONTENT IS PROVIDED TO CLIENT "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CREATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CONTENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE CREATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CONTENT WILL MEET THE CLIENT'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

(b) CREATOR MAKES NO REPRESENTATION OF ANY KIND ON THE REGISTRABILITY OF ANY OF THE CONTENT AS A TRADEMARK WITH ANY STATE, THE UNITED STATES PATENT AND TRADEMARK OFFICE, OR ANY OFFICE THROUGHOUT THE WORLD.

(c) CREATOR MAKES NOT REPRESENTATION OF ANY KIND ON NON- INFRINGEMENT OR LIKELIHOOD OF CONFUSION WITH RESPECT TO THE CONTENT AND OTHER TRADEMARKS, LOGOS, OR OTHER BRAND IDENTIFIERS IN USE OR INTENDED TO BE USED THROUGHOUT THE WORLD.

8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL CREATOR BE LIABLE TO CLIENT FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE CONTENT; LOST REVENUES OR PROFITS; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL CREATOR'S, COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE CREATOR PURSUANT TO THIS AGREEMENT FOR THE CONTENT, THAT IS THE SUBJECT OF THE CLAIM.

(c) THE LIMITATIONS SET FORTH IN SECTION 8(a) AND SECTION 8(b) SHALL APPLY EVEN IF THE CLIENT'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

9. Relationship of the Parties. Creator is an independent contractor, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Creator and the Client for any purpose. Client has no authority (and shall not hold itself out as having authority) to bind the Creator and Client shall not make any agreements or representations on the Creator's behalf without the Creator's prior written consent.

10. Other Business Activities. Creator may be engaged or employed in any other business, trade, profession, or other activity, during the Term,

including business activities that do or may compete with the business of the Company and may perform any services for direct competitors of the Client.

11. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if: (a) the receiving party has received the Notice; and (b) the party giving the Notice has complied with the requirements of this Section.

12. Modifications. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

13. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice of conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Iowa. Any legal suit, action, or proceeding arising out of or related to this agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Iowa in each case located in the city of Des Moines and County of Polk, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject

matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

V.04/30/23