

MASTER EDITORIAL/CREATIVE SERVICES AGREEMENT TERMS AND CONDITIONS

1. **Applicable to Agreements with Connect Biz LLC, Tarsus Connect LLC, and/or Connect Travel LLC (each, "Company") Services.** Provider shall perform the Services hereunder pursuant to an SOW executed pursuant to this Agreement in the form attached hereto as Exhibit A. Provider shall render the Services at such times and locations and using such methods and processes as Provider shall deem appropriate to perform the Services contemplated by and consistent with the terms of this Agreement and in accordance with the applicable SOW.
2. **Fees & Payment.**
 - (a) **Fees & Expenses.** The fees for the Services and any expenses to be incurred in connection therewith shall be set forth in each SOW. Company will reimburse Provider for reasonably incurred necessary and itemized out-of-pocket business expenses incurred by Provider in the performance of the Services at the cost incurred by Provider (with no mark-up) provided that Provider accounts for such expenses in reasonable detail and provides receipts. All reimbursable expenses and other expenses must be approved by Company in advance.
 - (b) **Payment Terms.** All invoices hereunder shall be paid by Company within thirty (30) days of the later of (i) receipt of the applicable invoice or (ii) publication of any Deliverables under the applicable SOW by Company; provided, however, that all invoices are due and payable no later than ninety (90) days from receipt of invoice unless Company exercises its right to pay a Kill Fee (as defined below). Provider shall pay all taxes related to Provider's net income and agrees to indemnify and hold harmless Company from and against any and all claims, liabilities, suits and penalties for any amounts assessed by or due to any federal, state or local government with respect to such taxes hereunder.
3. **Company's Directives, Approvals and Consents.** Provider will submit, for Company's inspection and approval, each stage of the production of the Deliverables, and will make any reasonable changes or substitutions in the Deliverables that Company at any time directs. Company will review documents provided by or through Provider and timely render its direction, decision, consent or approval on matters identified by Provider for Company's direction, decision, consent or approval; provided, however, Company's review, direction, decision, approval or consent of any document or matter will be solely for the purpose of determining whether such document or matter is generally consistent with Company's general aims and objectives for the Services. No review, direction, decision, approval or consent of Company will relieve Provider of any duty or obligation hereunder.
4. **Subcontractors.** Provider will not enter into a subcontract with any person or entity for the performance of any obligations hereunder ("**Subcontractor**") without the prior written approval of Company. If Company authorizes Provider to use Subcontractors to create Work Product (as defined below), then Provider shall first secure from each such Subcontractor an agreement in writing that ensures that Company will have all rights and licenses to use such Work Product as are contemplated hereunder and shall secure an agreement to keep Confidential Information (as defined in Section 6 below) confidential to the same extent as described in this Agreement. All subcontracts shall (a) be in writing, (b) be consistent with and in no way contrary to or inconsistent with any of the terms or provisions of this Agreement, (c) expressly provide that all warranties and guaranties will be assignable by Provider to Company without subcontractor's consent, and (d) not prohibit, limit or condition Subcontractor, its employees, or any other person from separately contracting with Company for any matter or purpose. Provider shall promptly provide Company with copies of all executed subcontracts. Provider shall be solely responsible for the satisfactory performance of any obligations subcontracted hereunder and the acts, defaults, and omission of any Subcontractor notwithstanding the review, approval or other action taken by Company with regard to the selection of a Subcontractor.
5. **Ownership of Work Product.** Unless specifically noted otherwise in an SOW, Provider retains all right, title, and interest in and to all Deliverables and other materials developed, created, and/or furnished hereunder, including under any SOW hereunder (collectively, "**Work Product**"), including all intellectual property rights therein, subject to the license granted to Company on the Cover Page.
6. **Confidentiality.** Provider agrees to keep confidential the terms of this Agreement, including without limitation, each SOW issued hereunder and all information, inventions (tangible and intangible), customer and consumer information, and material concerning the work and services to be provided hereunder, as well as any other Company information, trade secrets, or material of which Provider may come into possession or may have already come into possession prior to the date hereof ("**Confidential Information**"). Confidential Information shall not be disclosed to any third party by provider without the prior written consent of Company.
7. **Representations & Warranties.** Provider represents and warrants that: (i) Provider has full right and power to enter into this Agreement and perform fully all of its obligations hereunder and is not a party to any agreement which would conflict with or prevent Provider from carrying out its obligations hereunder; (ii) all Services will be performed in a professional and

workmanlike manner with due care; (iii) all Work Product produced hereunder is and will be original to Provider and produced by Provider, unless Company is advised otherwise and approves in writing; (iv) the Services will conform to the SOW and any specifications provided; (v) Provider shall comply with all laws, rules, regulations, and applicable third-party agreements relating to the performance of the Services and the creation of the Work Product hereunder and will obtain all applicable licenses, permits, releases, and permissions necessary to perform the Services hereunder and grant the license to Company to use the Work Product; (vi) in the performance of the Services, it will not breach any obligations to any third-party including, without limitation, any confidentiality, non-solicit or non-compete obligations; and (vii) the Work Product produced hereunder, including any third-party materials incorporated therein, as delivered and when used by Company shall not violate any laws or infringe the rights of any third party including but not limited to any patent, copyright, trademark or trade secret rights, or personal rights, including but not limited to publicity and privacy rights

8. Indemnity.

- (a) Provider shall indemnify, defend, and hold harmless Company and its subsidiaries, affiliates, agents, successors and permitted assigns and each of their respective officers, directors and employees against any and all losses, damages, liabilities, claims, actions, proceeding, judgments, settlements costs and expenses (including reasonable outside attorneys' fees) ("**Claims**") relating to or arising out of (i) the provision by Provider and its employees, subcontractors or agents of the Services, including, without limitation, any acts or omissions related thereto, or (ii) Provider's gross negligence, willful misconduct, or material breach or alleged material breach of this Agreement.
- (b) Company shall indemnify, defend, and hold harmless Provider and its officers, directors, employees, agents, affiliates, successors, and permitted Subcontractors against any and all Claims relating to or arising out of Company's gross negligence, willful misconduct, or material breach of this Agreement.

9. Insurance.

The parties have mutually agreed to waive the insurance requirements typically associated with these types of Services. Provider agrees to be responsible for its own insurance coverage for personal injury or illness (including medical or hospital bills) and expressly waives any such claims for compensation or liability on the part of Company. Provider assumes all risks of performing the Services hereunder, and understands it will not be covered under Company's insurance policies. Provider understands Company shall not be liable for the loss or theft of, or damage to, personal property or money that may occur during the performance of Services, including related travel. This provision in no way waives Provider's obligations or duties hereunder or any liability on the part of Provider for any breach thereof.

10. Termination.

- (a) Company may terminate this Agreement and or any SOW, with or without cause, on written notice to Provider. In the event of termination without cause prior to the end of any SOW or the Term of this Agreement, Provider shall be entitled to receive a "Kill Fee" equal to fifty percent (50%) of the amounts that would otherwise have been due for the Services to be furnished under the active SOWs that are terminated.
- (b) Either party may terminate this Agreement and or any SOW, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten (10) days after receipt of written notice of such breach; or (b) becomes insolvent or is unable to pay its debts generally as they become due.

11. Publicity.

Provider shall not make reference to Company for publicity, advertising or marketing purposes, without Company's prior written consent, which will not be unreasonably withheld. During the Term and thereafter, Provider will not do any act, engage in any conduct, or publish any statement that will demean or otherwise adversely affect the name, reputation or business interests of Company.

12. Governing Law.

This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the state of Georgia, excluding its conflict of law rules. The federal and state courts located in Fulton County, Georgia, shall have exclusive jurisdiction over all disputes arising under this Agreement, and each party, for purposes of any such proceedings, hereby submits to the exclusive jurisdiction and venue of those courts.

13. Survival.

The parties' obligations, limitations and/or representations under this Agreement, which by their terms or nature would continue beyond expiration or termination of this Agreement, including without limitation Sections 5 (Ownership), 6 (Confidentiality) and 8 (Indemnification) shall survive the expiration or termination of this Agreement for any reason.

14. Entire Agreement.

This Agreement, together with all SOWs hereunder, constitutes the complete agreement and understanding between the parties in respect of the matters dealt with herein and supersedes and preempts any prior and contemporaneous understandings, agreements or representations by the parties, written or oral, with respect to the subject matter hereof in any way.

- 15. Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be unimpaired, and the rights, remedies and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be invalid, illegal or unenforceable unless to do so would contravene the present valid and legal intent of the parties.
- 16. Binding Effect; Assignment.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. Company may assign its rights and obligations under this Agreement to its affiliates and in connection with a merger, sale of the business or by operation of law. Any assignment of this Agreement or transfer of any rights under this Agreement, in whole or in part, by Provider shall require the prior written consent of Company. Any attempted assignment or delegation in violation of the foregoing shall be null and void and of no force or effect.
- 17. Waiver; Amendments.** Any waiver by either party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions will neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party so waiving. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.
- 18. Independent Contractor.** It is understood and acknowledged that the Services provided by Provider hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Company. Provider has no authority to commit, act for or on behalf of Company, or to bind Company to any obligation or liability. Neither Provider nor Provider's employees, subcontractors, or agents shall be eligible for and shall not receive any employee benefits from Company and Provider shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees with respect to any individual providing services hereunder and shall indemnify Company, defend and hold harmless Company from an against all Claims relating thereto.
- 19. Notices.** Unless otherwise provided in this Agreement, whenever notice is required by law or this Agreement to be given, such notice shall be in writing and may be given personally (by hand delivery or by same-day courier with confirmed receipt), by electronic means (with confirmed receipt) or guaranteed overnight courier to the representatives and at the addresses set forth on the Cover Page.
- 20. Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Signatures of the parties transmitted electronically shall be deemed to be original signatures for all purposes.

EXHIBIT A - Form of SOW
Statement of Work # _____

SOW Date:

Project Name:

Company Representative (if different from contact on Agreement):

This STATEMENT OF WORK is by and between either Connect Biz LLC, Tarsus Connect LLC, or Connect Travel LLC (“Company”) and the firm or individual identified in the signature block below (“Provider”) and is governed by the terms and conditions of that certain Master Editorial/Creative Services Agreement between the parties dated as of _____ (the “Agreement”), and those terms are incorporated herein by this reference. Capitalized terms used herein have the meanings given in the Agreement unless expressly stated otherwise. Provider and Company agree as follows:

Description of Services and Deliverables:	
Timing of Services and Delivery:	
Fees:	
Invoicing and Payment Schedule (if different from standard):	

ACCEPTED AND AGREED TO:

Company: _____

Provider: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Address: _____

Phone: _____

Email: _____