

## MASTER SERVICES AGREEMENT

This Master Services Agreement, including the order form that references this Master Services Agreement (together, the “**Master Services Agreement**” or “**MSA**”) governs the legal relationship between Marc Digital Solutions, LLC, with its principal place of business at 1011 N Wymore Road, Winter Park, FL 32792 (“**Marc**”) and the Client identified on such order form (“**Sales Order**”) incorporating this MSA by reference (the “**Client**”), effective as of the Sales Order effective date (for purposes of this MSA, the “**Effective Date**”).

The terms of this MSA will apply to Marc’s performance of any services, as identified on the Sales Order, as well as all other services provided by Marc that are set forth in any addenda or schedules, each of which are hereby incorporated into this MSA by this reference (collectively, the “**Services**”). To the extent the terms of any Addenda (as referenced in Section 1, each an “**Addendum**” and collectively referred to as the “**Addenda**”) conflict with the terms of this MSA, the terms of the Addendum will control solely with respect to the Services that are the subject matter of that Addendum (and apply only during the subscription term during which client is being provided with the relevant services). Unless otherwise specifically stated, the terms of this MSA will control over any conflicting terms in any other incorporated document.

**1. Services.** If the Services specified on the Sales Order include website services, then the additional terms of use set forth on the attached Website Service Addendum govern the website services provided. If the Services specified on the Sales Order includes digital advertising, then the additional terms of use set forth on the attached Digital Advertising Addendum govern the services provided. The terms and conditions in each such Addendum are in addition to the terms and conditions in this MSA.

**2. Billing and Payment.** Client agrees to pay for the Services in accordance with the Sales Order. Unless the Sales Order specifies otherwise, prepayment is required. If prepayment is not required, amounts are due within thirty days of the date of the invoice. If any payments are not timely made, Client will owe a finance charge of 1.5% per month, or the maximum amount permitted by law, whichever is lower, on the amount due, plus all reasonable costs of collection.

### **3. Term**

**3.1 Term.** This MSA will continue in effect from the Effective Date through the end of the subscription term specified on the Sales Order (the “**Initial Term**”), unless otherwise extended or terminated in accordance with the terms hereof.

**3.2 Renewal.** This MSA will renew automatically for a further twelve (12) months (“**Renewal Term**”) on each anniversary of the Effective Date unless either party gives the other written notice of termination at least sixty (60) days prior to the end of the Initial Term or Renewal Term, as applicable. As used in this MSA, “**Term**” will be taken to mean Initial Term or Renewal Term, as applicable in the context.

**3.3 Termination for Breach.** In the event of any material breach of this MSA by either party, the non-breaching party will have the right to terminate this MSA for cause if such breach has not been cured within thirty (30) days of written notice from the non-breaching party specifying the breach in detail. Marc immediately may suspend Client’s Services during such cure period if (i) Client fails to make payment due to Marc under this MSA and does not cure such non-payment within ten (10) business days after Marc has provided Client with notice of such failure, or (ii) immediately if Client violates any provision of any Addenda attached hereto. Any suspension by Marc of the Services under the preceding sentence will not excuse Client from its obligation to pay all amounts due under this MSA. Reactivation of Services will be at Marc’s sole discretion and will be subject to applicable fees.

**3.4 Effect of Termination.** Upon any termination of this MSA, Client’s right to access and use the Services will immediately terminate. If Marc terminates this MSA for Client’s material breach, Client must pay within thirty (30) days all amounts which have accrued prior to such termination, as well as all sums that Client otherwise would have paid for Services for the remainder of the then-current Term had the MSA not been terminated, plus related taxes.

### **4. Intellectual Property**

**4.1 Content Provided to Us:** You are responsible for all information, data, text, software, music, sounds, photographs, graphics, video, messages or other materials provided to Marc. Marc is not responsible for your

Content. You grant Marc a worldwide, royalty-free, non-exclusive license to host, distribute and use the Content in order to provide you with the Services and hereby represent and warrant that you have all rights necessary to grant us such license. In connection, Client hereby represents and warrants: (i) you own the intellectual property rights in that content (or have needed licenses), (ii) the use of the content for our Services does not infringe the intellectual property rights of a third party, (iii) the content is not fraudulent, stolen, or otherwise unlawful, (iv) the content does not violate any applicable law, statute, ordinance or regulation (including but not limited to, those governing export control, consumer protection, unfair competition, or criminal law), (v) the content is not defamatory, unlawfully threatening or unlawfully harassing; and (vi) the content does not contain viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware. Marc reserves the right to refuse any content it considers to be in contravention with any of the above statements. Client agrees to indemnify and hold Marc, its employees, directors, heirs, assigns harmless against all liability, loss, damage and expense of any nature, including reasonable attorneys' fees, arising out of the Content provided by Client. You are responsible for any Content that may be lost or unrecoverable through your use of the Services. You are encouraged to archive your content regularly and frequently.

*4.2 Our or Third-Party Intellectual Property:* Client acknowledges and agrees that the Services and any necessary software used in connection with the Services contain proprietary and confidential information that is protected by applicable property and other laws. Client further acknowledges and agrees that the content or information presented to the Client through the Services may be protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Any names or trademarks of Marc's software and any other Marc service marks, logos, and product service names are marks of Marc, and Client agrees not to display or use Marc's marks, or the marks of any third-party vendor, in any manner, without the owner's prior express written consent. In the event of Client's violation of these proprietary rights and laws, Client shall indemnify and hold harmless Marc and its affiliates against all claims, liabilities, obligations, costs, and expenses arising out of or in connection with such violation.

## **5. Client's Data**

5.1 Client retains exclusive ownership of all data, information or material that Client receives from its customers in the course of using the Services ("Data"). Marc is not granted any proprietary rights in such Data. As between the parties, Client will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use Client's Data. Marc will protect any Data that resides on Marc's servers as Confidential Information in accordance with the confidentiality provisions hereof and with standards no less rigorous than Marc uses to preserve its own confidential information. Client acknowledges that Client's use of the Services may cause its Data to be transferred or stored outside of the country or other jurisdiction where Client and its customers are located. Client will comply with all applicable data protection and privacy laws and regulations with respect to such Data, which may include informing third parties of the use, processing, or transfer of their personal information in connection with this MSA and obtaining their consent to such use, processing, and transfer by Client and Marc and any third parties who receive Data in accordance with this MSA. CLIENT ACKNOWLEDGES THAT MARC WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE CONTENT OF ANY DATA STORED, TRANSMITTED OR RECEIVED BY CLIENT IN CONNECTION WITH CLIENT'S USE OF THE SERVICE, AND THAT IT IS THE SOLE RESPONSIBILITY OF CLIENT TO ENSURE THAT THE DATA IT STORES, TRANSMITS OR RECEIVES (a) COMPLIES WITH ALL APPLICABLE LAWS AND REGULATIONS, (b) DOES NOT CONTAIN CONFIDENTIAL OR RESTRICTED DATA, AND (c) DOES NOT VIOLATE OR INFRINGE ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY. Client hereby grants Marc a worldwide, royalty-free, sublicensable license: (i) to use, reproduce, distribute, disclose, display, perform, and create derivative works of the Data for the purpose of performing Marc's obligations and exercising its rights under this MSA, and to improve and support Marc's Services during the Term (and thereafter, solely to the extent reasonably required to perform its obligations under this MSA, which may include facilitating the return of Data), and (ii) to aggregate and to de-identify the Data (the resulting data, "Aggregated Data") during the Term. Client hereby grants Marc a worldwide, royalty-free, perpetual, irrevocable, sublicensable license to use, reproduce, distribute, display, create derivative works of, and otherwise practice the Aggregated Data to provide support and other services, to improve the Services, for research and development, and to otherwise use the same for Marc's

business purposes, provided any such use of Aggregated Data by Marc will be in a manner such that neither Client nor any individual data subject can be identified.

## **6. Disclaimer of Warranty and Limitation of Liability**

6.1. Client hereby agrees that Marc is not liable for any failure to carry out Services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war, pandemic or any act or omission of any third party services.

6.2 ALL SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL MARC OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, ACCOUNT PROVIDERS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "MARC") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF MARC SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT NOTWITHSTANDING THE FOREGOING, MARC IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE LIABILITY OF MARC TO YOU WILL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

**7. Confidentiality.** Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose non-public information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information" of the Disclosing Party). Client's Confidential Information includes, without limitation, information related to Client's login identifiers and credentials for accounts. Marc's Confidential Information includes, without limitation, methodology for website development or digital marketing, key word lists, as well as the terms of this MSA. The Receiving Party agrees: (a) to take reasonable precautions to protect such Confidential Information, and (b) not to use or divulge to any third person any such Confidential Information (except for the sole purpose of the Receiving Party fulfilling its obligations or exercising its rights hereunder). Receiving Party may disclose Disclosing Party's Confidential Information to Receiving Party's personnel who have a need to know such information for the purpose of the fulfilling the Receiving Party's obligations or exercising its rights hereunder and, on the condition such third parties are subject to confidentiality obligations at least as protective as those set forth herein, to third-party subcontractors for the same limited purpose. Receiving Party will be liable for any unauthorized access, use, or disclosure of Confidential Information by any personnel and third parties to whom the Receiving Party discloses such Confidential Information to the same extent as Receiving Party would have been liable hereunder if it had made such unauthorized access, use, or disclosure. The Disclosing Party agrees that the foregoing will not apply with respect to any information after five (5) years following the disclosure thereof (except with respect to trade secrets which are protected for so long as such information remains a trade secret) or to any information that the Receiving Party can document (i) is or becomes generally available to the public, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party. If the Receiving Party is required to disclose Confidential Information by law, the Receiving Party will promptly notify the Disclosing Party, take reasonable precaution to disclose the minimum amount necessary, and use reasonable efforts to maintain the confidentiality of such disclosed information.

**8. Notice** Marc must notice to the email address or address specified on the Sales Order, and Client must give written notice to (or in both cases, to the latest email addresses and addresses provided to the other party pursuant to this paragraph):

Marc Digital Solutions,  
380 N. Wickham Rd., Suite I,  
Melbourne, FL 32935  
[dberg@marcdigitalsolutions.com](mailto:dberg@marcdigitalsolutions.com)

With a Copy to:  
Marc Digital Solutions,  
Attn.: General Counsel,  
1011 N. Wymore Road,  
Winter Park, FL 32792  
[cpickett@marcmediamail.com](mailto:cpickett@marcmediamail.com)

**9. Miscellaneous** If any provision of these Terms is held to be unenforceable, or invalid, for any reason, then that provision is deemed to be modified to the extent required to remedy the unenforceability or invalidity or if it is not possible to remedy the unenforceability or invalidity, that provision is to be severed from these Terms and these Terms will otherwise remain in full force. This Contract shall be governed by the laws of the State of Florida. The parties submit all disputes arising between them to the courts in Orange County, Florida and any court competent to hear appeals from those courts of first instance. These Terms are the entire agreement between the parties regarding the use of this Website and the purchase of any services and supersedes all previous negotiations, commitments and agreements about the website and the services. Neither this MSA nor the Services may be assigned by Client without the prior written approval of Marc. No joint venture, partnership, employment, fiduciary, or agency relationship exists between Marc and Client as a result of this MSA or use of the Service. The parties hereto are independent contractors under this MSA. Neither party, by virtue of This MSA, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party. Marc reserves the right to provide (or to have a third-party provider provide) some or all of the Services from any locations, worldwide. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. The failure of either party to enforce any right, remedy, power, or privilege in this MSA will not constitute a waiver of such right, remedy, power, or privilege unless acknowledged and agreed to by such party in writing; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

## Website Service Addendum

### *General Terms:*

- 1.1 Client will provide Marc with reasonable direct and remote access to its website, and shall provide such other reasonable assistance as Marc may request, including, but not limited to, providing source code and other statistical, diagnostic information and other relevant information required to enable Marc to comply with its obligations under this Agreement.
- 1.2 Marc shall provide the Services during the continuance of this Agreement. Marc will use reasonable efforts to provide Client with the Services in accordance with the estimated timeline set out in the Sales Order.
- 1.3 Where the Service being provided requires, Marc will liaise with the relevant web agency, hosting company or other third party in order to provide the Services. Marc shall not be liable for any act or omission by the relevant web agency, hosting company or other third party, if such act or omission results in Marc breaching its obligations under this Agreement.
- 1.4 Client hereby agrees that the responsibility to check the performance, accuracy and quality of any web pages created by Marc rests solely with them.
- 1.5 *Content Created by Marc:* Once Client has met the obligation of payment for twelve (12) months of the Services, Client owns a copy of the website's content and HTML site files, excluding stock imagery leased by Marc or otherwise owned by a third party). If this agreement is terminated prior to Marc receiving twelve (12) months of aforementioned payments, the content and HTML site files remain the property of Marc.

### *SEO Services:* The following terms and conditions apply if you are receiving SEO Services:

- 1.1 Client acknowledges that Marc will, as part of the Client's SEO campaign, add links and content to the client's website. If the client chooses to reject content or other aspects of the website, their desired SEO results may not be achieved.
- 1.2 Client acknowledges that Search Engine Optimization ("SEO") is governed by many factors which are outside the direct control of Marc. Search Engines are third party systems with unknown variables, algorithms and indexing decisions that can change at any time and without notice over which we have no control. Marc will use reasonable efforts, techniques and accepted standards to improve Client's Search Engine Ranking but cannot guarantee desired results on any major Search Engine using Client's desired keywords. Client further acknowledges that the website's ranking with a particular Search Term will rely on both the relevancy of that term on your pages, and the popularity of that term on other websites. Client further acknowledges and understands that a website's rankings may go backwards. Client agrees if this were to happen, no liability will be on Marc and no refunds or discounts given. Marc is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client's website. Marc is not responsible for the Client overwriting Marc's work to the Client's site. (e.g., Client/webmaster uploading over work already provided/optimized). The Client will be charged an additional fee for re-constructing content.
- 1.3 Marc makes reasonable efforts to adhere to Google Webmaster Guidelines.
- 1.4 Client acknowledges that Marc will add an "SEO Services" by "Marc Media Solutions" link to the footer section of each website they work on. If you want this removed, please contact us.

### *Backlink Building:*

- 1.1 If requested Marc shall provide the backlink building services as specified and to the agreed specifications on the Sales Order.
- 1.2 Marc can make no guarantee on the number of secured links that can be secured during a campaign. Marc offers no guarantee for the length of time each link will remain live after the point at which it has been confirmed and reported. Client acknowledges that Marc is not liable for the content of those sites, but will take reasonable efforts to backlink in a brand safe method. The inclusion of any link does not imply endorsement by Marc of the site.

- 1.3 Client acknowledges that linking to “bad neighborhoods” or receiving links from “link farms” can seriously damage all SEO efforts. Marc does not assume liability for the Client’s choice to link to or obtain a link from any particular website without prior consultation.

*Copywriting:*

- 1.1 Marc agrees to produce written material for inclusion on Client’s website upon the request of the Client and per the agreed specifications in the Sales Order.
- 1.2 Client may provide additional copy to Marc. Client accepts full responsibility for all detail contained in the copy provided to Marc and agrees to use reasonable care to ensure that all facts and statements in the work are true and that the work does not infringe upon any copyright, right of privacy, proprietary right, right of publicity or any other right of a third party. Client agrees that they are responsible for reviewing the final draft for accuracy to include spelling and grammatical errors, statements and assertions. Marc is not liable for errors discovered after publication.

*Web Design and Development:*

- 1.1 Marc agrees to design and develop a website at Client’s request and will deliver the work by to the agreed specifications in the Sales Order.
- 1.2 Client agrees to supply the Marc with adequate photography or imagery to use in the design; or SEO may recommend a stock photography bundle to suit the project.
- 1.3 Client agrees that if it fails to deliver information or content to Marc to enable development or design work to commence within thirty (30) days, that Marc may at its discretion consider the project cancelled. Client also agrees that no refund would be payable under this circumstance and will not hold Marc liable for subsequent breach of this Agreement.
- 1.4 Marc will send Client a “Web Draft” once work is completed. Client agrees to review and test website for grammatical, spelling, graphical errors and coding bugs. Client hereby agrees that it is their sole responsibility to notify Marc of any such errors during the revision cycle and before the final files have been generated. Client agrees to provide feedback and revisions to Marc within fourteen (14) working days after receipt of the draft.
- 1.5 Client is responsible for acquiring and purchasing a domain name, unless otherwise specified in the Sales Order. Marc may at its discretion advise Client on suitable names.
- 1.6 Marc agrees to resolve any errors or implement revisions requested by Client. Client agrees that a maximum of three revisions are available at no additional cost.
- 1.7 Client acknowledges that any change requests after final approval has been given to Marc or after website is live in Production, that Marc reserves the right to require Client sign a new contract and pay any subsequent fees. Marc will not commence work on subsequent change requests until full payment has been received.
- 1.8 Client acknowledges that Marc will add a “Web Design” by “Marc” link to the footer section of each website they work on. If you want this removed, please contact us.

*Hosting:*

- 1.1 Marc shall host Client’s website. Marc offers no guarantees of uninterrupted hosting services and cannot accept liability for losses caused by the unavailability, malfunction or interruption of a third parties website hosting services. Marc relies upon third parties to assist with hosting and is not liable for such third parties practices.
- 1.2 Client acknowledges that Marc may from time to time be required to perform maintenance, upgrades or replacements to servers. Marc reserves the right to suspend access to such server during the required time to do the maintenance, upgrade or exchange the server. In this event, Marc will notify Client via e-mail at least 24 hours before the due date and time for maintenance.

### Digital Advertising Addendum

1.1 Marc shall provide Client management service of third party accounts, as specified in the Sales Order. Such accounts may include accounts such as Google Ads, Google+, Yahoo local, Yelp, and other third party platforms ("Third Party Platform Accounts") and assist with bidding of advertising on social media websites, OTT platforms and other digital platforms ("Digital Advertising Placement").

1.2 Client expressly permits Marc to create a Third Party Platform Accounts on their behalf or grants Marc access to their current Third Party Platform Accounts. Client acknowledges that each Third Party Platform is subject to its own terms and conditions. Marc is not liable if Client's account request is rejected.

1.3 Marc acknowledges that Client owns the Third Party Platform Accounts set up for digital advertising solely in the client's name. Upon expiration of the term of this agreement, Client may retain access and ownership of all account and all their configuration that are set up solely in that Client's name.

1.4 Marc will send a draft to Client once work is complete. Client agrees to review and approve said draft within fourteen (14) business days. Marc is not liable for errors or omissions once the ads are deployed.

1.5 Marc cannot promise the number of advertisements and other content that will be provided when assisting a client with digital advertising, whether through social media websites, OTT platforms or other websites. Ultimately, digital advertising is generally purchased through a bidding process, without set pricing. Marc can provide no promises on the results of a specific digital campaign.

1.6 When you provide Marc access to a Third Party Platform Accounts or allow Marc to create a Third Party Platform Accounts in your name, you agree that you have read all contracts and written agreements governing such access, login information and passwords and that you have all the necessary contractual and legal rights to give us such access, login information and passwords. In many cases we need to create, edit, manage, maintain, and delete, your profiles, content, listings on these Third Party Platform Accounts. You agree by providing us access to these accounts that we are acting as agents of you and you authorize us to make any additions, changes, and amendments to all information within these Third Party Platform Accounts.

1.7 Marc shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from or in connection with Client's offline marketing activities or other marketing activities, whether online or offline, that Marc is not expressly contracted to perform.

1.8 Client agrees that any images to be used in advertisements will be supplied to Marc. Client acknowledges that if images are not provided, additional design fees may be payable. Marc will include these additional fees on the invoice.

1.9 Client acknowledges that Third Party Platform Accounts and accounts for Digital Advertisement Placement reserve the right to refuse advertisements at any time for any reason, whether or not the same has already been acknowledged and/or previously published, including but not limited to for reasons relating to the contents of the advertisement or any technology associated with the advertisement. Marc will make every effort to create a substitute advertisement. If the advertisement is rejected due to content, Marc shall require Client to supply new copy acceptable to aforementioned sites. Marc cannot be held liable for rejection of ads by Third Party Platform Accounts or other websites or platforms. Client acknowledges that if an advertisement previously accepted and displayed on website or platform is then subsequently removed by said site, prior to the end of the agreed period, that Marc is not liable for this decision and no refund will be payable.