



PURPLE, ROCK, SCISSORS, LLC

Master Services Agreement

This Master Services Agreement (this “Master Agreement”) is between **Purple, Rock, Scissors LLC** with offices located at 189 S. Orange Ave, Suite 2020, Orlando FL, 32801 (“Agency”) and the company / corporate entity whose contact information and authorized signatory appear in the signature block of this Master Agreement (“Client”).

- 1) **Background.** This Master Agreement establishes the terms and conditions applicable to Agency’s ongoing provision of project development services to Client, which will be further defined and governed by one or more statements of work to this Master Agreement.
- 2) **Definitions.** The following terms, when capitalized in this Master Agreement or in any document incorporated into this Master Agreement, shall have the following meanings:
 - a) **Agency’s Existing IP** means the tools, materials and know-how belonging to Agency, as further described in the section entitled “Ownership; Proprietary Rights”, below.
 - b) **Authorized Representative** means the person or person(s) designated by Client and Agency to act on behalf of its/their respective party for all purposes under this Master Agreement or any SOW. The parties’ initial Authorized Representative(s) is/re listed in the signature block of this Agreement.
 - c) **Change Order** means a written request by Client to Agency in which Client requests a modification or amendment to an SOW. Unless expressly stated in an SOW, no Change Order will be effective unless it is agreed upon and executed in writing by both parties.
 - d) **Client Content** means all Client-created or Client-produced content provided to Agency under this Master Agreement or any SOW.
 - e) **Confidential Information** means (i) any information labeled “Confidential” or otherwise designated by the party revealing such information (a “Disclosing Party”) to be confidential, and/or (ii) information that, given its type and the circumstances under which it is revealed to or otherwise obtained by the receiving party (a “Receiving Party”), the Receiving Party should reasonably know that such information is confidential. Confidential information shall not include a) information in the public domain at the time of disclosure or otherwise available to the Receiving Party other than on a confidential basis, or b) information that, after disclosure, becomes a part of the public domain by publication or otherwise through no fault of the Receiving Party or any third party under a confidential obligation with the Disclosing Party, or c) information lawfully disclosed to the Receiving party by a third party not under an obligation of confidentiality to the Disclosing Party, or d) information developed by the Receiving Party independent of the disclosures by the Disclosing Party without reliance on or use of Confidential Information of the Disclosing Party, or e) information required to be disclosed by order of any court of competent jurisdiction or other governmental authority (provided, however, that the Receiving party shall timely inform (unless prohibited by

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applicable law or court order) the Disclosing Party of all such legal or governmental proceedings so that the Disclosing Party may attempt by appropriate legal means to limit such disclosure, and the Receiving Party uses its best efforts to limit the disclosure and maintain confidentiality to the maximum extent possible).

- f) **Effective Date** means the latest date of the signatures of the parties below.
 - g) **Force Majeure** means any event not within the reasonable control of the party whose performance is impacted by the event, including but not limited to lockouts, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.
 - h) **Indemnified Party** and **Indemnifying Party** will have the meaning assigned to them in the section labeled, "Indemnification", below.
 - i) **Master Agreement** means this document and all SOWs issued pursuant to this document, and any amendments to the foregoing in effect from time to time.
 - j) **Services** means those duties, obligations, products and services described in an SOW.
 - k) **Statement of Work (SOW)** means the written statement of the parties in which the obligations, duties and services with regard to a project or service are detailed. A Statement of Work may have additional exhibits or schedules attached to it; however, to be effective, each SOW must:
 - i) Be dated and incorporate by reference the terms and conditions of this Master Agreement;
 - ii) Describe the obligations of Agency and Client, including a description of the services to be provided under the SOW, and any service levels applicable to those services;
 - iii) Specify the charges, method of payment, and schedule of payment for the services provided under the SOW; and,
 - iv) Be signed by such party's Authorized Representative.
 - l) **Testing Period** means the period of time described in the section entitled, "Acceptance Procedures", below.
 - m) **Third Party Applications** shall mean any third party software or computer code which, in part or in whole, is incorporated into the Work Product.
 - n) **Work Product** shall mean all deliverable produced for Client pursuant to the terms of this Master Agreement.
- 3) **Services.**
- a) **Generally.** Agency will provide to Client all Services described in an SOW. Either Client or Agency may offer an SOW for consideration; however, neither party represents or warrants that it will agree to the terms of any SOW that has been proposed, but not yet accepted in writing, by the parties

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- b) **Enforcement.** Once an SOW (i) has been signed by both parties and (ii) each party has received a signed version of the SOW from the other party, the SOW and all attachments and exhibits comprising or attached to the SOW, will automatically become part of, and incorporated into, this Master Agreement.
- c) **Conflict.** If the terms of an SOW directly conflict with the terms of this Master Agreement, then the terms of this Master Agreement will control unless the SOW specifically (i) describes the conflict and (ii) states that the language in the SOW controls.
- d) **Subcontracting.** Agency reserves the right to use one or more subcontractors to perform part or all of the Services; however, Agency guarantees and remains ultimately responsible for all work performed by its subcontractors. Any subcontractor performing work on Agency's behalf will be required to sign a non-disclosure agreement with Agency that is no less stringent than the terms of the non-disclosure provisions of this Master Agreement, and Agency shall provide Client with copies of any such non-disclosure agreement upon Client's written request. Agency will not subcontract any Services that are specifically and expressly designated in an SOW as being non-delegable or non-assignable.
- e) **Non-exclusive.** Client understands and agrees that the Services are provided to Client on a non-exclusive basis, and that Agency may perform the same or similar Services for, or on behalf of, Agency's other clients. Notwithstanding the foregoing, Agency shall not perform activities for its other customers where such activities would result in Agency disseminating or revealing any of Client's Confidential Information.
- f) **Performance.** Agency will not be responsible for its failure to perform the Services timely where the failure would not have occurred but for a Force Majeure event, or where such failure was the result of the following: (i) Client's material failure to perform its obligations under this Agreement or any SOW, (ii) the wrongful acts or omissions of Client, (iii) the failure of any of Client's employees to adequately perform their tasks related to the Services, (iv) unreasonable, untimely, incomplete or inaccurate information from Client, or (v) Client's failure to make available information, materials, software, hardware, equipment or personnel in the manner required by this Agreement or any relevant SOW (collectively, "Client Delay"). In the event that a Client Delay causes a delay in Agency's performance, Agency and Client will work together in good faith to determine a new time period in which the delayed Services will be performed.
- g) **Changes in Law.** Client shall be responsible for notifying Agency promptly of any changes in law, including Client's regulatory requirements (if any), that may relate to Agency's delivery or Client's receipt of or use of the Services. In the event that such change in the law occurs, the parties shall work together to identify the impact of such change(s) on how Client receives and uses, and Agency delivers, the Services. Client shall be responsible for any fines or penalties arising from noncompliance by Client or Agency arising from Client's failure to notify Agency as described herein. Subject to the following sentence, if a change in law prevents or delays Agency from performing its obligations under this Master Agreement or an SOW, the parties shall develop and implement a suitable workaround until such time as Agency can perform its obligations under this Master Agreement or a SOW, as the case may be, without such workaround. If a change in law, including the development or implementation of a workaround, results in Agency's use of additional resources or an increase in Agency's costs of providing the Services, Client shall reimburse Agency's for such

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additional resources and increased costs. Agency shall not have any obligation to monitor or become aware of any laws, including Client's regulatory requirements (if any), relating to Client's business or its receipt or use of the Services.

4) **Project Management.**

- a) **Authorized Representative.** Each party shall designate an Authorized Representative to oversee and manage the obligations and duties of that party with regard to the provision of the Services and who, from the Effective Date until replaced by the appointing party, will serve as that appointing party's representative under this Agreement. Each Authorized Representative will have overall responsibility for managing and coordinating the performance of the appointing party's obligations under this Agreement.
- b) **Discussions.** Representatives of Client and Company shall confer as often as may be reasonably requested by either party to review the progress of the Services, discuss technical plans and performance issues, and consider any other matters related to the Services.
- c) **Notice.** Each party will use its best efforts to provide the other party with at least (10) calendar days prior written notice if the employment of an Authorized Representative is terminated or if the Authorized Representative is re-assigned to another project. In the event that a party changes its Authorized Representative, that party shall, at its own expense, educate the new Authorized Representative so the individual is adequately informed with regard to the scope and requirements of the relevant Services.
- d) **Authority.** In performing its obligations under this Agreement, each party shall be entitled to rely upon any instructions, authorizations, approvals or other information provided to such party by the other party's Authorized Representative.

5) **Acceptance Procedures.** Unless the relevant SOW states otherwise, the following procedures will govern Client's acceptance of any deliverable provided to Client under this Master Agreement:

- a) **Testing.** Client shall have fifteen (15) business days (the "Testing Period") to test and evaluate any deliverable provided to Client under this Master Agreement. If Client does not notify Agency in writing of any deficiencies or requested modifications to the deliverables within the Testing Period, then the deliverables will automatically be deemed accepted by Client. If Client notifies Agency in writing of a deficiency with the deliverable, then upon Agency's receipt of Client's written notice, Agency will have up to thirty (30) calendar days to review Client's notice and provide appropriate remedies to Client. Client shall then have an additional Testing Period to evaluate and test the deliverables as modified by Agency.
- b) **Iterations.** The iterative process described in the preceding paragraph may be repeated up to three (3) times for any given deficiency and/or requested modification. If, after three iterations, the parties cannot agree upon the modifications to the relevant deliverables, then either party may immediately terminate any affected SOW.

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6) **Change Procedures.**

- a) **Requests.** From time-to-time, Client may request Service changes or modifications by submitting a Change Order to Agency. After a Change Order is received by Agency, Agency will inform Client of the resulting changes in price, budget or schedule (for either the existing or new scope requirements) expected by Agency. Agency is not obligated to agree to any particular Change Order; however, Agency will use its best efforts to accommodate Client's reasonable requests for changes to project deliverables.
- b) **Execution.** The Change Order shall not be effective unless in writing and signed by both parties. If a Change Order is mutually accepted in writing by the parties, then the Change Order shall automatically be appended to, and become a part of, the relevant SOW.

7) **Ownership; Proprietary Rights.**

a) **By Agency.**

- i) **Existing Tools/Templates/Know-How.** Notwithstanding any provision to the contrary, Agency is, and shall remain at all times, the owner of all (i) know-how discovered, produced, developed or used at any time by Agency, and (ii) all software tools, templates, reusable and/or generic codes, and related materials developed at any time by Agency generally for Agency's business (collectively, "Agency's Existing IP").
- ii) **Work Product.** Until such time that Agency is paid in full for its Services under a relevant SOW, Agency shall remain the owner and/or sole licensor of all work product and deliverables developed for Client under this Master Agreement and the relevant SOW ("Work Product"). Upon Agency's receipt of full payment for the relevant Work Product, Agency hereby permanently assigns and transfers to Client any and all of Agency's right, title and interest in the Work Product. The parties understand and agree that to the extent that Agency's Existing IP or any Third Party Application is incorporated into the Work Product, Client is hereby granted a non-exclusive, unlimited and perpetual right to use Agency's Existing IP and such Third Party Application in conjunction with the Work Product, provided that Client does not remove Agency's Existing IP or the Third Party Application from the Work Product or isolate Agency's Existing IP or the Third Party Application from the Work Product and make any commercial use of such materials.

The parties agree that all original deliverables produced by Agency pursuant to an SOW ("Work Product") shall be a "work made for hire" for the benefit of Client, and shall be Client's property the moment the Work Product is produced in tangible or electronic form. To the extent that any portion of the Work Product cannot, by operation of law, be deemed a "work made for hire", then Agency hereby grants to Client an exclusive, perpetual, royalty-free license to use such portion(s) of the deliverables for all purposes deemed necessary or desirable by Client. Notwithstanding the foregoing, the parties understand and agree that to the extent that Agency's Existing IP or any Third Party Application is incorporated into the Work Product, Client is hereby granted a non-exclusive, unlimited and perpetual right to use Agency's Existing IP and such Third Party Application in conjunction with the Work Product, provided that Client does not remove Agency's

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Existing IP or Third Party Application from the Work Product or isolate Agency's Existing IP or Third Party Application from the Work Product and make any commercial use of such materials.]

iii) **Promotion Rights.** The parties agree that upon the transfer of the Work Product to Client as described in subsection (ii) above, Agency is hereby granted a non-exclusive, perpetual, worldwide, irrevocable right to display and incorporate portions of the Work Product in, or as part of, Agency's professional portfolio, as that portfolio may be offered or displayed by Agency in any medium, media or format desired by Agency ("Right of Promotion"). This Right of Promotion shall also include the right (a) to submit the Work Product on Agency's behalf to various industry competitions relevant to Agency's business and/or the digital marketing / advertising industry in general; provided, however, that Client is referenced in any submission as the current owner of the Work Product, and (b) to use Client's name, trademark, and biographical information for purposes of inclusion in Agency's professional portfolio as described herein. Other than the Right of Promotion described herein, Agency shall not use the Work Product (post-transfer to Client) for any other purpose.

b) **By Client.** Client is and shall remain the owner and/or licensor of all Client Content. Client hereby grants to Agency a non-exclusive, worldwide right to use the Client Content for the purpose of performing the Services and producing the Work Product, and for the purpose of using the Client Content as part of Agency's Right of Promotion. Client warrants and represents that it is the owner and/or authorized licensor of the Client Content, and that (a) Client's provision of the Client Content to Agency, and (b) Agency's use of the Client Content as described in this Master Agreement or any SOW does not violate the rights (including but not limited to the intellectual property rights) of any third party.

c) **General.** Unless specifically stated in this Master Agreement or an SOW, nothing herein grants any license to either party under any patents or copyrights of the other party, and each party reserves all rights in its ideas, concepts, know-how, methodologies, processes, technologies, algorithms, techniques and other intellectual property of every kind and nature.

8) **Payment & Fees.**

a) **Payment.** Client shall pay for the Services pursuant to the fee schedule listed in the relevant SOW. If no fee schedule is listed in the SOW, then fees shall be due and payable to Agency upon Client's receipt of an invoice for such fees. Unless otherwise agreed to by the parties, all invoices are payable within thirty (30) days following receipt of invoice by Client.

b) **Remedies.** In the event that an invoice is not timely paid, Agency shall have the right (i) to charge interest on the unpaid amount at the rate of 18% per annum or the highest interest rate permitted by law, whichever is less, (ii) to suspend performance of its Services until such time that payment is received by Agency, it being understood that such suspension of services shall not be deemed a violation by Agency of this Master Agreement or SOW, and/or (iii) demand and receive from Client additional funds to ensure Client's payment for future, unperformed Services. In the event that any invoice remains unpaid for a period of thirty (30) days or more following the due date, Agency shall have the right (but not the obligation) to terminate the relevant SOW or, in its discretion, all SOWs and/or this Master Agreement, and demand and receive payment from Client for all work performed

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by Agency under all SOWs up to the date of termination. The remedies described in this subsection are cumulative and not exclusive, and shall not diminish or prevent Agency from exercising any other remedies available to it at equity or law.

- c) **Service Fees for Returned Checks.** If any check offered by Client in payment for any invoice under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Agency shall have the right to charge late payment in the amount of \$25, if the face value does not exceed \$50, \$30, if the face value exceeds \$50 but does not exceed \$300, \$40, if the face value exceeds \$300, or 5% of the face amount of the check, whichever is greater.

9) **Term & Termination.**

- a) **Term.** This Agreement shall commence on the Effective Date, and continue until terminated as provided in this Master Agreement.
- b) **SOW Termination.** An SOW may be terminated according to the terms contained in the SOW. If the SOW is silent on termination, then Client may request the termination of the SOW provided that Client agrees, in writing, to pay any and all costs and fees incurred and charged by Agency up to and including the date of termination, including but not limited to any and all costs, expenses, outlays and fees Agency incurs in the early termination of the SOW. With the exception of nonpayment by Client, either party may terminate an SOW immediately if the other party commits a material breach of under such SOW, and that breach is not adequately and reasonably fixed within ten (10) days following notice of the breach.
- c) **Master Agreement Termination.** The parties may mutually agree to terminate this Master Agreement. In addition, this Master Agreement shall automatically terminate one (1) year following the last date on which Agency provides Services to Client under this Master Agreement or any SOW.
- d) **No Liability for Termination.** If Agency terminates a SOW or this Master Agreement for any reason permitted under this Master Agreement, Agency shall not be responsible or liable to Client for any costs, fees, expenses, charges, debts or obligations incurred by Client as a result of such termination.

10) **Client Representations, Warranties.** Client hereby represents and warrants the following:

- a) All Client Content provided to Agency is accurate, and belongs to Client (or is licensed by Client), and Client has the power and authority to allow Agency to use the Client Content as described in this Master Agreement or relevant SOW;
- b) Client has provided, and will continue to provide, accurate information to Agency including, without limitation, the nature of Client's business, and the address where Client conducts its business;
- c) Client shall not use the Work Product for any illegal purpose, or in a manner that infringes or tends to infringe upon the rights of any third party; and,
- d) Client has the corporate power and authority to enter into, and be bound by, the terms of this Master Agreement.

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- 11) **Agency's Representations.** In addition to the representations made by Agency elsewhere in this Master Agreement, Agency warrants and represents that to the best of its knowledge:
- a) The Work Product will not infringe the intellectual property rights of any third party; provided, however, that the Client Content does not infringe the intellectual property rights of any third party;
 - b) Any Third Party Applications included in the Work Product will be disclosed to Client, and Agency has the authority to include such Third Party Applications in the Work Product;
 - c) Agency has the corporate power and authority to enter into this Agreement and to be bound by the terms contained herein.

12) **Confidentiality.**

- a) Except as provided in this Master Agreement, neither party shall make any disclosure of the Confidential Information to anyone other than employees who have a need to know such information in connection with this Master Agreement or SOW. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information, and require its employees to comply with these obligations.
- b) The Disclosing Party shall remain the owner of any Confidential Information it provides to the Receiving Party. Except as otherwise provided in this Master Agreement, the Receiving Party receives no title, license or ownership interest in any Confidential Information it receives. Upon the written request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all of the Disclosing Party's Confidential Information that the Receiving Party has in its possession.

13) **Indemnification.**

- a) **Obligations.** Each party (an "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party and the other party's directors, officers, employees and agents (collectively, "Indemnified Party"), with respect to any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees) brought by a third party against the Indemnified Party, at trial and on appeal, to the extent that such action is based upon a claim that (i) if true, would constitute a material breach of any of the Indemnifying Party's representations, warranties, or covenants hereunder, or (ii) arises out of the gross negligence or willful misconduct of the Indemnifying Party.
- b) **Procedures.** In order to be indemnified under this Master Agreement, the Indemnified Party must promptly provide the Indemnifying Party with written notice of any claim which the Indemnified Party believes falls within the scope of indemnification. The Indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that in all cases the Indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and, further, that any settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's written consent, which consent shall not be unreasonably withheld.
- c)

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d) **Limitations.** Notwithstanding any provision to the contrary, under no circumstances shall the total indemnification obligation of Agency under this Master Agreement, for all indemnifiable claims, fees, costs, judgments, expenses and awards to which Client may be exposed or that are brought or entered against Client in the aggregate, exceed the greater of either (i) two (2) times the amounts paid by Client to Agency for the deliverable or project that formed the basis of the claim(s) requiring indemnification, or (ii) the amounts actually paid to Client under Agency's insurance policy, as such amounts are to be determined by Agency's insurance carrier.

14) **LIMITATION OF LIABILITY.** EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF EITHER PARTY, FOR ANY REASON AND UPON ANY CAUSE OF ACTION, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO AGENCY BY CLIENT FOR THE PROJECT OR SOW AT ISSUE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY AND OTHER TORTS. ALL WORK PRODUCT AND SERVICES PROVIDED TO CLIENT UNDER THIS AGREEMENT ARE PROVIDED "AS IS". UNLESS EXPRESSLY STATED IN THIS AGREEMENT, AGENCY DOES NOT OFFER AND CLIENT EXPRESSLY WAIVES ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15) **Insurance.** During the term of this Master Agreement, each of party will maintain in effect and, upon written request provide certificates reflecting the other party as an additional insured, the following minimum insurance:

- i) Commercial general liability insurance (including personal injury and contractual liability) with at least a \$1,000,000 limit; and,
- ii) Worker's compensation insurance in accordance with state law.

16) **Non-Solicitation.** During the term of this Master Agreement and for a period of six (6) months following the expiration or termination of this Master Agreement (the "Restrictive Period"), neither party will hire the other party's employees, nor solicit, or knowingly induce or influence, any of the other party's employees or contractors to discontinue or reduce the scope of their employment or business relationship with such other party. The parties acknowledge and agree that any party aggrieved by the other party's breach of this covenant of non-solicitation may suffer irreparable harm and, in the event of such breach, monetary damages would be inadequate to compensate the aggrieved party for such breach. Accordingly, in addition to any other remedies available to it at law or in equity, the aggrieved party shall be entitled to seek injunctive relief to enforce the terms of this Agreement, without the requirement of posting bond.

17) **Miscellaneous.**

- a) **Notices.** Whenever under the provisions of this Agreement, notice is required or permitted to be given to either party, such notice may be delivered by electronic mail ("email"). Email notice shall be deemed received by a party when such notice is sent to the last known email address provided to

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the sending party by the receiving party. Notwithstanding any provision to the contrary, however, email notice shall be effective only if the receiving party subsequently acknowledges receipt of the email notice via a return email to the sending party in which the sending party's original email is either referenced or reproduced. Notice provided in any method other than by email shall be deemed given either when delivered personally, or by courier, or by facsimile machine with printed transmittal confirmation sheet; or, three (3) days after mailing, postage prepaid by registered or certified mail, return receipt requested, addressed to the party for whom it is intended with copies provided to the address set forth in this Master Agreement or to such other addresses as a party shall hereafter designate in writing to another party. Subject to the terms described herein, the parties acknowledge and agree that email and/or digital copies or electronic transmissions satisfy all "writing" requirements under this Master Agreement.

- b) **No Authority.** It is expressly understood and agreed that no employee, agent, or other representative of one party has any authority to bind the other party with respect to any statement, representation, warranty, covenant, or other expression unless such statement, representation, warranty, covenant, or other expression is specifically set forth in this Agreement.
- c) **Amendment.** No amendment, waiver, or modification of this Master Agreement or any provision of this Master Agreement shall be valid unless in writing, stating with specificity the particular amendment or modification to be made, and duly executed by the parties.
- d) **No Waiver.** Nothing contained in this Master Agreement shall cause the failure of either party to insist upon strict compliance with any covenant, obligation, condition or agreement contained in this Master Agreement to operate as a waiver of, or estoppel with respect to, any such covenant, obligation, condition or agreement. Waiver by any party of any breach of any provision of this Master Agreement shall not be considered as, nor constitute a continuing waiver or waiver, breach or cancellation of, any other breach of any provision of this Master Agreement.
- e) **Attorneys' Fees.** In the event of any action, including but not limited to litigation or arbitration, between the parties to enforce the provisions of or with respect to this Master Agreement or any SOW, the prevailing party in such action shall be entitled to reimbursement for reasonable attorneys' fees and costs at trial (if relevant) and on appeal.
- f) **Governing Law; Jurisdiction and Venue.** This Master Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state courts in and for Orange County and the Federal Courts in and for the Federal District of Orange County, Florida. The parties waive all rights to trial by jury in any action or proceeding instituted in connection with this Master Agreement. The parties agree not to raise the defense of forum non conveniens.
- g) **Counterparts.** The parties may execute and deliver this Master Agreement in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement.
- h) **Force Majeure.** If and to the extent that either party is prevented or delayed by a Force Majeure from performing any of its obligations under this Master Agreement and promptly notifies the other party, then the affected party will be relieved of liability to the other for failure to perform or for delay in performing such obligations (as the case may be) and will not be in breach of the terms and

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conditions of this Master Agreement as a result of that failure or delay, but will nevertheless use its best efforts to resume full performance as soon as possible.

- i) **Entire Agreement.** This Master Agreement (including all SOWs incorporated into this Agreement) contains the sole and entire agreement between the parties with respect to the subject matter of this Master Agreement and supersedes any and all other prior or contemporaneous written or oral agreements or understandings between them with respect to the subject matter contained herein.

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AGREED AND ACCEPTED

IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.

Purple, Rock, Scissors

X _____

(Signature)

(Print Name / Title)

_____/_____/_____

(Date)

Client

X _____

(Signature)

(Print Name / Title)

_____/_____/_____

(Date)

(Address, City, State, Zip)

(Phone)

(Email)