

## LMG ONLINE TERMS AND CONDITIONS (2/26)

These Online Terms and Conditions ("Agreement") govern the provision of services and/or sale of products by Lime Media Group, Inc. ("LMG") to its clients ("Client"). By entering into a project-specific agreement or asset purchase with LMG, including signing formal estimates and change orders, the Client agrees to be bound by these Online Terms and Conditions. No other documents, exhibits, or materials require the Client's signature unless explicitly stated otherwise.

The Client will sign a formal estimate, which may be provided through an electronic signature workflow, at the outset of the engagement and for any change orders. All drawings, documents, agreements, schedules, or other project-related materials (collectively, the "Project Documents") may not be subject to formal signature and may be provided to the Client through various electronic formats, including email, shared links, or other digital methods. These Project Documents, along with formal estimates and change orders, are considered fully incorporated into these Terms and Conditions upon their submission by LMG. The Client's continued engagement with LMG after receipt of any Project Documents, including acknowledgement via email or implied acceptance through further work on the project, constitutes legally binding commitments, with the same enforceability and validity as if physically attached hereto.

These Terms and Conditions constitute a Master Services Agreement ("MSA") between Client and LMG. This MSA shall remain in effect for a period of twenty-four (24) months from the date of the Client's first signed estimate, and shall automatically renew for successive twelve (12) month periods unless either party provides thirty (30) days' written notice of non-renewal. Each signed estimate, change order, or project-specific agreement shall be considered a separate Statement of Work ("SOW") governed by this MSA. Notwithstanding the foregoing, this MSA does not apply to standalone sales of physical assets where no associated services are rendered by LMG. Such transactions are governed solely by the project-specific estimate and all applicable terms therein. To the extent of any inconsistency or conflict between these Online Terms and Conditions and any prior or contemporaneous agreement, governing terms, vendor terms, purchase order, or similar document between the parties (including any client-provided terms), these Online Terms and Conditions shall govern with respect to the Program Services, unless such document expressly states, in a written provision signed by both parties, that it supersedes these Online Terms and Conditions.

Clients may elect to participate in LMG's Preferred Partner Program ("PPP") via written agreement, estimate-level designation, or annual opt-in confirmation. Benefits may include priority scheduling, invitations to annual planning sessions, and a right of first proposal for future work. Participation in PPP does not bind the Client to a minimum purchase volume but may include a good faith, non-binding forecast of anticipated project needs to support capacity planning.

Certain Clients participating in PPP may receive project-specific discounts in exchange for a forecasted or target annual or multi-year spend. Where such discounts are applied, the estimate or change order shall clearly designate "Preferred Partner Program" pricing. Unless otherwise stated in writing, these incentives are contingent upon Client meeting the forecasted spend level within the annual or multi-year period, measured on a calendar-year or rolling basis.

Should the Client fail to meet the forecasted spend level, LMG reserves the right to either: (a) revoke PPP pricing on future projects, or (b) invoice a year-end reconciliation for the difference between standard and PPP pricing, at LMG's discretion. Client acknowledges that participation in PPP with price incentives constitutes acceptance of these terms.

Clients may upgrade from standard project-based engagement ("Reactive Tier") to a Proactive Tier via written agreement or opt-in estimate. The Proactive Tier includes a monthly fee in exchange for: priority scheduling, waived rush fees, quarterly strategy calls, up to two (2) hours of creative or consultation support per month. Participation in a Proactive Tier may be toggled on or off quarterly or per-project and does not impact estimate pricing unless otherwise specified.

For any Project Document that may be subject to modification or change during the course of the project, LMG may provide the Client with revised versions electronically, including via email or other formats. The Client agrees that acceptance of any updated Project Document, whether by continued engagement with LMG, acknowledgement, or implied acceptance, renders such revised versions equally binding as the original signed estimate, without the need for further formal signatures, and remains subject to the Terms and Conditions herein.

During the term of this Agreement, both Parties may have access to and become familiar with various trade secrets and confidential or proprietary information of the other Party. This includes, but is not limited to, specifications, drawings, samples, mock-ups, layouts, designs, plans, business operations, pricing, menus, discounts or rebates, software concepts and ideas, compilations of data and information, invoices, development information, marketing plans, financial information, and other technical, marketing, or business information, whether oral, written, electronic, or in any other form or media, and whether or not marked as "confidential" (collectively, "Confidential Information"). Confidential Information also includes all improvements, developments, supplements, and derivations of any of the foregoing.

Each Party agrees to use the other Party's Confidential Information solely for the purpose of performing its obligations under this Agreement. Confidential Information may not be disclosed or otherwise used by either Party without the prior written consent of the disclosing Party, which may be withheld at its discretion. Both Parties shall take reasonable precautions to prevent unauthorized disclosure or misuse of the other Party's Confidential Information in their possession or control.

The obligations in this section shall not apply to information that: (i) is in the public domain; (ii) was already known to the receiving Party at the time of disclosure without any obligation of confidentiality; or (iii) is lawfully obtained by the receiving Party from a third party without confidentiality obligations.

All files, records, documents, information, data, and similar items relating to each Party's business, contacts, vendors, or contractors, and any Confidential Information, whether prepared by the other Party or otherwise in the receiving Party's possession as a result of this Agreement, shall remain the exclusive property of the disclosing Party. Upon the expiration or termination of this Agreement, each Party shall promptly deliver to the other Party all Confidential Information of the other Party in its possession or control, without retaining any copies, unless otherwise agreed in writing by the disclosing Party.

Client acknowledges and agrees that it has no right to audit, inspect, or request access to LMG's internal books, records, payroll data, time records, labor rates, vendor agreements, cost structure, or other proprietary business information. Client's rights with respect to pricing and charges are limited to reviewing final invoices, estimates, and approved change orders in accordance with this Agreement.

## General Terms and Conditions

1. Overview: LMG will provide Program Services and/or assets as outlined across various exhibits, documents, and related materials, including but not limited to details and renders provided therein. These assets, staff, production items, management services, and other goods or services are collectively referred to as the "Program Services" and are subject to these Terms and Conditions, including all associated estimates, exhibits, documents, and supplementary materials. The Client will provide additional items or elements necessary for the Program that are not listed within this Agreement, exhibits, or related materials, such as staff, security, clean-up, or promotional items, as applicable. The final schedule for the Program Services is included within the relevant exhibits or documents, and any changes must be mutually agreed upon in writing by both Parties. Any references in an estimate, exhibit, or other project document to staff, drivers, managers, labor, hours, or staffing quantities are descriptive of the services provided and do not constitute hourly, time-and-materials, or cost-plus billing unless expressly stated in a signed change order.

2. Payment structure and conditions:

- a. Deposit payments are due prior to procurement and or production and due dates are specified in estimates and exhibits.
- b. Any payment 60 or more days past due is subject to a 2% per month service charge or

- c. maximum allowable rate, whichever is greater.
- c. Any dispute regarding an invoice, reconciliation, or charge shall not suspend Client's obligation to timely pay all undisputed amounts when due. Client may not withhold, offset, or delay payment based on a pending review or dispute.
- d. This agreement is non-cancelable, except as otherwise provided.
- e. All additional items or services required and the associated costs and fees that are not listed in this Agreement shall be approved by Client before such costs and fees are incurred. LMG will invoice the Client separately, and the Client agrees to pay LMG within 10 days of receiving an invoice, unless otherwise agreed to by both Parties. These additional items or services are subject to the same terms and conditions listed in this Agreement.
- f. Except where an estimate or change order expressly states that a specific line item is "reconcilable," all prices set forth in an estimate constitute fixed-price program fees and not budgets, allowances, or cost-plus arrangements. No reconciliation, true-up, or refund shall apply unless expressly agreed to in writing by both Parties in a signed change order.
- g. Where an estimate expressly identifies a cost as a pass-through expense, LMG may provide summary-level documentation reasonably sufficient to substantiate that the expense was incurred. Client is not entitled to receive third-party contracts, negotiated rates, internal handling costs, or other proprietary or confidential information related to such expenses.

3. The Client will supply LMG all copy, illustrations, decks, and photographs ("Advertising Materials") to be used in the production of said advertising/marketing/sampling program. LMG shall make no alteration to the Advertising Materials supplied by the Client without the written consent of the Client. However, modifications necessary for project design, execution, or compliance that do not materially alter the intended messaging or core content of the Advertising Materials may be made at LMG's discretion. All Advertising Materials supplied by the Client are subject to approval by LMG and the appropriate Municipal or Public Authority. LMG reserves the right to reject any submitted copy, which it deems objectionable, undesirable, or inconsistent with LMG's company values. LMG reserves the right to terminate this Agreement if, at any time, the Program Services or the Advertising Materials are found to violate LMG's ethical standards or company values. Such determination shall be at

the sole discretion of LMG. In the event of termination under this clause, LMG will refund any deposits or payments made for services not yet rendered and make an effort to find alternative vendors for Client. The Client shall not be entitled to any additional compensation or damages due to such termination. LMG will provide written notice to the Client detailing the reasons for termination under this clause.

- a. Client acknowledges and agrees that LMG may collect, process, analyze, and retain data generated through the execution of the Program Services, including but not limited to: date, time, and location of activations; estimated and measured impression counts; de-identified demographic data associated with such impressions; audience engagement metrics; foot traffic estimates; dwell time; interaction duration; device identifiers; and system logs or outputs from LMG's proprietary Smart Directional™ technology and fleet management systems (collectively, "Activation Data"). LMG shall have the right to:
  - i. collect and store Activation Data from any Program Services executed under this Agreement;
  - ii. de-identify, anonymize, or aggregate Activation Data, including any associated demographic or engagement information;
  - iii. analyze and use Activation Data for internal purposes, including optimization, benchmarking, performance analysis, product development, and client reporting;
  - iv. develop and commercialize new tools, metrics, models, benchmarks, or insights derived from such Activation Data;
  - v. sell, license, or share anonymized or aggregated Activation Data with third parties, including clients, partners, or commercial platforms, provided no personally identifiable information (PII) or Client-specific confidential business information is disclosed.
- b. LMG will process all Activation Data in accordance with applicable data privacy laws, including but not limited to the California Consumer Privacy Act ("CCPA") and its amendments, and other relevant federal or state data privacy laws. LMG will not sell personal information as defined under the CCPA without prior express, documented consent. Where applicable, Client represents and warrants that it has obtained all necessary rights and consents from end users, consumers, or third parties for the lawful collection and processing of any such

personal or demographic information.

- c. All intellectual property resulting from the analysis, transformation, modeling, aggregation, or visualization of Activation Data—including but not limited to schemas, algorithms, analytic outputs, and proprietary Smart Directional™ logic—shall remain the exclusive property of LMG.
4. Client represents and warrants that all Advertising Materials it provides to LMG are original to Client or properly licensed, and will be free of any intellectual property infringement, misappropriation, or other violation of third-party rights. Client will defend, indemnify and hold LMG harmless from any copyright, trademark and service mark infringement claims, including all associated damages, settlement costs, legal fees and expenses.
5. Any changes or delays from the Client that alter, add or reduce the specific items or timelines listed in this Agreement (all pages, including any Exhibits or Addendums) may be subject to additional fees. This includes, but is not limited to: artwork submissions, artwork approvals, production items, production approvals, fabrication services, production schedules and timelines, administration or management services. No additional fees will be incurred without Client's prior approval.
6. Safety, Regulatory, and Compliance Standards: The Client acknowledges that all designs, drawings, renders, and other documents provided by LMG are for conceptual and placement purposes only and are not exact representations of the final product. LMG retains full creative control over the project, including all final design, construction, and execution decisions. These decisions may be modified at LMG's sole discretion to prioritize functionality, safety, regulatory compliance, and the mobility required for project activation. These modifications are non-negotiable. The Client accepts that reasonable variations from initial designs or renders may occur as necessary to meet these priorities. Any updates or revisions to formal estimates and change orders will require the Client's signature. Updates to other project-related materials, such as designs or schedules, will be communicated to the Client for informational purposes and do not require signatures or formal acceptance. For clarity, LMG's creative control extends only to project design and execution and does not include the alteration of any Advertising Materials supplied by the Client, unless such materials require modification to meet safety, regulatory, or

compliance standards.

7. If a Client requires "Proof of Performance" or "recap" photos and/or video of any of the services provided by LMG under the terms of this agreement, LMG is not responsible for the quality of the photos and/or video. The purpose of the photos and/or video is only to show a representation of the services provided by LMG.
8. In the event the Client issues a check or checks, which are dishonored, for any reason, the Client shall pay a service charge to LMG in the amount of \$150.00 for each item dishonored.
9. LMG reserves the right to assign any outstanding debts to a third-party agency or attorney for collections. The Client shall pay any and all reasonable collection costs. Should circumstances require suit to be brought for collection of said debt, the Client agrees that it is liable for any attorney fees and court costs.
10. **LMG agrees to indemnify and hold harmless Client, its officers, agents, and employees from and against any and all third-party claims, demands, causes of action, damages, liabilities, costs, and expenses, including reasonable outside attorneys' fees, arising out of or related to LMG's sole negligence, intentional misconduct, and breach of its representations and warranties.. Notwithstanding the foregoing, LMG's total liability to the Client for any and all claims, damages, or losses arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by the Client to LMG under this Agreement. Any credit or offset issued pursuant to Section 36(a) shall be included in, and not in addition to, this limitation of liability. Under no circumstances shall LMG be liable for any incidental, consequential, special, or punitive damages, including but not limited to lost profits, lost opportunities, or business interruptions, even if LMG has been advised of the possibility of such damages. However, this limitation of liability shall not apply to claims arising out of LMG's gross negligence, willful misconduct, or intentionally wrongful acts. Client agrees to indemnify, defend, and hold harmless LMG, its officers, agents, and employees from and against any and all claims, demands, acts, omissions, negligence, misconduct, causes of action, damages, liabilities, costs, and expenses by Client or Client's guests, invitees, attendees, or contractors, including reasonable attorneys' fees, arising out of or**

**related to this Agreement..**

- a. **Likeness Use Indemnification: In any instance where the Client instructs or authorizes LMG to fabricate, depict, or otherwise represent a real person's likeness—whether celebrity, athlete, public figure, or other individual with publicity rights—the Client affirms that it has secured all necessary rights and permissions for such use. This includes use of the name, image, likeness, and/or facial features in connection with the services and deliverables provided by LMG. The Client expressly authorizes LMG to create such likeness and agrees to fully indemnify, defend, and hold harmless LMG, its officers, agents, employees, and subcontractors from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the use, display, distribution, or reproduction of such likeness, including but not limited to claims for misappropriation of likeness, right of publicity, defamation, false endorsement, or trademark infringement.**
11. **The Client shall indemnify and save LMG harmless from all losses, costs, charges, penalties and expenses arising from Client's non-payment of sales tax as well as of any taxes that are imposed in lieu of same, whether against Client or LMG.**
12. Client recognizes that they possess and will possess confidential information about LMG employees relating to their education, experience, skills, abilities, and inter-personal relationships with LMG customers. Client recognizes this knowledge is of substantial value to LMG in developing their business and in securing and retaining customers. Client agrees that, during the term of this Agreement and for eighteen (18) months thereafter, they will not, directly or indirectly, for themselves or any other parties, solicit, recruit, attempt to hire, or hire any LMG employee or any person who was an LMG employee during the term of this Agreement. Breach of this provision by Client will result in a fee of 1.5 times the hired employee's salary.
13. This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no promises, warranties, conveyances or undertakings other than those expressly set forth

herein. This Agreement supersedes any prior agreements and understandings between the Parties with respect to the subject matter of this Agreement. The terms of this Agreement shall control over any conflicting terms in any other referenced agreement or document between the Parties.

14. The Client hereby agrees that if there are any changes to the Program Services following the execution of this Agreement, including but not limited to, any additions or subtractions of equipment, items, services or costs, a Change Order ("Change Order") will be created by LMG and signed by the Client. All Change Orders shall be governed by the terms and conditions in this Agreement unless otherwise agreed to by both Parties in writing. If a Change Order includes additional costs, these costs shall be invoiced separately and due within five (5) days of receipt unless otherwise agreed to by both Parties in writing.
15. Force Majeure: LMG shall not be liable for any failure to perform, or delay in the performance of, its obligations under this Agreement if and to the extent such failure or delay is caused by acts of God, fire, flood, war, civil unrest, terrorism, government action, pandemic, or any other events beyond LMG's reasonable control ("Force Majeure Event"). LMG shall provide the Client with written notice within 48 hours of the commencement of any such delay, specifying the nature and expected duration of the delay. LMG's performance shall be extended for a period equal to the duration of the Force Majeure Event. Under no circumstances shall LMG be liable for any additional compensation or damages due to such delays. If the Force Majeure Event continues, or is anticipated to continue, for more than fifteen (15) days, either party may, in its sole discretion, terminate this Agreement upon written notice to the other party, without penalty.
16. Compliance with Law: Both LMG and the Client shall comply with all applicable federal, regional, and local laws and regulations, including, but not limited to, those related to intellectual property, labor, health, safety, and environmental matters.
17. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or

restrict the further exercise of that or any other right or remedy.

18. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged. A waiver by any party to this Agreement of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
19. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, executors, administrators, successors and assigns. Neither party shall assign any right nor shall obligation under this Agreement without the prior written consent of the other party and any such attempted assignment be null and void. Notwithstanding the foregoing, Client may assign this Agreement to any affiliated or related company upon written notice to LMG; it being agreed and understood that no such assignment shall relieve Client of its obligations hereunder.
20. Severability: The provisions of this Agreement are severable. If any provision or part of this Agreement is deemed invalid, unenforceable, or void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
21. This Agreement is the joint work product of LMG and Client. In the event of any ambiguity, no inference shall be drawn against any party by reason of document preparation.
22. All Program Service Agreements that contain a motor vehicle, as defined by the Texas State Comptroller, shall include a lease for a minimum of a thirty-one (31) days which incorporates the time for all preparation, production, pre-program and post-program services of the vehicle(s).
23. The Parties are acting as independent contractors to each other under this Agreement and nothing contained herein shall create or suggest any affiliation, association, partnership, agency or joint venture between them. Except as expressly provided in a writing signed by both Parties, neither party shall represent itself as or act as the associate, partner, agent or joint venture of the other party in connection with this Agreement or the rights, materials or services to be provided hereunder. Client agrees on its own behalf and on behalf of its employees, subcontractors and agents (collectively, the "Client Entities") that it is not entitled to and shall not claim any of the rights, privileges or benefits

of an employee of LMG or any of its subsidiaries or affiliates (collectively, the "Benefits").

24. LMG shall be solely responsible for payment of LMG's employee compensation and benefits, including employment taxes, workers' compensation, unemployment insurance and any similar taxes or assessments arising out of LMG's performance of this Agreement. LMG shall file LMG's own federal, state and other applicable tax returns on the basis of LMG's status as an independent contractor.
25. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas, without regard to any conflicts of law provisions that would result in the application of the law of any other jurisdiction. Each party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to this Agreement may be brought and prosecuted only in the United States District Court for the Northern District of Texas or in the applicable Dallas County state court, and by execution of this Agreement each party hereto submits to the exclusive jurisdiction of such courts and waives any objection it might have based upon improper venue or inconvenient forum.
26. Client authorizes and instructs LMG to create and execute the Program Services and related estimates and project documents described above and/or on the preceding pages. Client acknowledges and agrees to be bound by the terms and conditions contained on all pages of this Agreement.
27. LMG reserves the right to update or modify these Online Terms and Conditions at any time. Any changes will become effective upon posting the updated Terms and Conditions on LMG's website. The Client agrees to be bound by any such changes once posted and acknowledges that their continued engagement with LMG or use of LMG services following the posting of updated Terms and Conditions constitutes acceptance of those changes. For clarity, any estimate or project-specific agreement signed by the Client is subject to the latest version of the Online Terms and Conditions, regardless of when the initial estimate was signed. The Client's continued engagement with LMG, including accepting services or making payments, serves as acknowledgment and acceptance of these updated Terms.
28. Acknowledgment of Understanding: The Parties acknowledge and agree that: (i) they fully

understand their right to discuss all aspects of this Agreement with legal and personal advisors or counsel of their choice; (ii) to the extent they have desired, they have done so; (iii) they have carefully read and fully understand all provisions of this Agreement; and (iv) they are voluntarily entering into this Agreement.

29. Client Insurance Requirements
  - a. Client-Owned Assets in Custody of LMG for Modification: For assets owned by the Client but in LMG's custody for modification, insurance responsibilities are divided as follows. Vehicle Assets: When the Client picks up the vehicle, the Client is responsible for auto liability, physical damage, and workers' compensation. When LMG delivers the vehicle, LMG assumes responsibility for auto liability, physical damage, and workers' compensation. Trailer Assets: When the Client picks up the trailer, the Client is responsible for liability, physical damage, and workers' compensation. When LMG delivers the trailer, LMG assumes responsibility for liability, physical damage, and workers' compensation. Equipment Assets: When the Client picks up the equipment, the Client is responsible for liability, transit/physical damage, and workers' compensation. When LMG delivers the equipment, LMG assumes responsibility for liability, transit/physical damage, and workers' compensation.
  - b. Client-Purchased Assets: Ownership Transfers After Manufacturing: For assets purchased by the Client where ownership transfers after manufacturing but before delivery, the insurance responsibilities are: Vehicle Assets: When the Client picks up the vehicle, the Client is responsible for auto liability, physical damage, and workers' compensation. When LMG delivers the vehicle, LMG and the Client share auto liability responsibilities, while LMG covers workers' compensation. The Client is responsible for physical damage. Trailer Assets: When the Client picks up the trailer, the Client is responsible for liability, physical damage, and workers' compensation. When LMG delivers the trailer, LMG assumes responsibility for liability and workers' compensation, while the Client covers physical damage. Equipment Assets: When the Client picks up the equipment, the Client is responsible for liability, transit/physical damage, and workers' compensation. When LMG delivers the equipment, LMG assumes responsibility for liability and workers' compensation, while the Client covers

- transit/physical damage.
- c. Client-Purchased Assets: Ownership Transfers After Delivery: For assets purchased by the Client where ownership transfers upon delivery, the insurance responsibilities are: Vehicle Assets: When the Client picks up the vehicle, the Client is responsible for liability, physical damage, and workers' compensation. When LMG delivers the vehicle, LMG assumes responsibility for liability, physical damage, and workers' compensation. Trailer Assets: When the Client picks up the trailer, the Client is responsible for liability, physical damage, and workers' compensation. When LMG delivers the trailer, LMG assumes responsibility for liability, physical damage, and workers' compensation. Equipment Assets: When the Client picks up the equipment, the Client is responsible for liability, transit/physical damage, and workers' compensation. When LMG delivers the equipment, LMG assumes responsibility for liability, transit/physical damage, and workers' compensation.
- d. Leased or Rented Assets Retained by LMG: For leased or rented assets where LMG retains ownership, the insurance responsibilities are: Vehicle Assets: When the Client picks up the vehicle, the Client is responsible for auto liability and workers' compensation, while LMG covers physical damage. When LMG delivers the vehicle, LMG assumes responsibility for auto liability, physical damage, and workers' compensation. Trailer Assets: When the Client picks up the trailer, the Client is responsible for liability and workers' compensation, while LMG covers physical damage. When LMG delivers the trailer, LMG assumes responsibility for liability, physical damage, and workers' compensation. Equipment Assets: When the Client picks up the equipment, the Client is responsible for liability and workers' compensation, while LMG covers property damage. When LMG delivers the equipment, LMG assumes responsibility for liability, property damage, and workers' compensation.
30. Post-Activation Asset & Item Return Policy: Client shall confirm the post-activation plan for all assets and items with Lime Media Group, Inc. ("LMG") and establish return process deadlines. This policy applies to both Lime-activated and Client-activated assets.
- a. Return of Items – If the Client requires assets to be returned, the Client shall confirm the item return process and associated deadlines with LMG. If items are to be shipped, the Client shall provide shipping locations, shipping conditions, and required delivery dates. Storage fees will be applied to all items after ten (10) calendar days from the final activation date.
- b. Disposal of Items – If items are to be disposed of, the Client shall provide LMG with any and all details of the item disposal requirements within ten (10) calendar days of the final activation date.
- c. Holding of Assets – If the Client requires LMG to hold any assets beyond the activation period, the Client shall execute a Change Order specifying the duration and conditions of storage. All storage fees must be paid in advance.
- i. Vehicles – If a vehicle is to be held, the Client shall sign a Change Order specifying the duration for which LMG shall hold the vehicle and its contents. Storage fees must be paid in advance.
- ii. Other Assets – If other equipment, displays, or items are to be held, the Client shall sign a Change Order specifying the duration for which LMG shall hold the listed assets. Storage fees must be paid in advance.
- d. Asset Purchase – If the Client wishes to purchase an asset following activation, the Client shall sign a Purchase Estimate, which must be confirmed by both the Client and LMG. The Client shall provide delivery instructions for the purchased asset. If the purchase is not completed within ten (10) calendar days from the final activation date, storage fees will be applied.
- e. Decommissioning – If the Client wishes to decommission an asset following activation, the Client shall provide a written statement of intent to LMG within ten (10) calendar days of the final activation date.
31. Failure to Provide Post-Activation & Item Return Instructions: If the Client fails to provide the required instructions within ten (10) calendar days of the final activation date, LMG reserves the right, in its sole discretion, to decommission the asset(s) and dispose of the Client's items without further notice, charge a storage fee of \$1,000 per week per vehicle, and charge a storage fee of \$1,000 per week per product/item. The Client acknowledges and agrees that any fees incurred under this clause shall be invoiced separately and are due in advance for storage and within five (5) days of receipt of an invoice

for any additional incurred fees.

### Activation-Specific Terms and Conditions

32. The terms and conditions in this section are applicable if Client engages LMG for Program Services that include activation.
33. Any location designated for activation where permission has not been granted in writing by the city/county, landlord, event promoter, property management company or other necessary entity, is considered a "guerrilla" activation and is subject to being stopped or shut down completely at any time. If, at any time during the term of the agreement, a ticket, citation or any verbal warning is issued, or the program is stopped or shut down, for any reason, by a city official, representative of the event, building, property or other appropriate authority figure, LMG will immediately stop all activities at this location and will not issue any refunds to the Client. Additionally, if any fines, fees or penalties result from a "guerrilla" activation, the Client will be responsible to pay these costs, including any and all legal fees. If any equipment is confiscated or seized by a city or event official due to the activities provided in this agreement, the Client agrees to pay for all costs or fees associated with this issue, up to and including the full cost of the equipment and any lost revenue.
34. If, at any time during the Term of this Agreement while providing the Program Services, the activities or the location of the event/activation are reasonably considered unsafe, a physical danger to its employees, contractors or representatives, damaging or harmful to the equipment, employees, contractors, representatives or business practices of LMG, LMG reserves the right, at its sole discretion, to immediately cease all activities and work with Client to identify a reasonable alternative plan and no refunds will be issued to the Client.
35. The operational hours for the Program Services executed over the term of this Agreement are governed by the Department of Transportation (DOT) which cannot be fully detailed in this Agreement (complete information can be found at <http://www.fmcsa.dot.gov/rules-regulations/rules-regulations.htm>). However, a brief overview of some basic rules and the following guidelines shall apply:
  - a. The drivers/managers cannot drive, activate or any combination of the two longer than 11 hours in a 24-hour period without at least 10 hours off.
  - b. The 11 hours includes any activation hours if driving to another market on an activation day.
  - c. All DOT regulations apply for this Agreement.
36. It is expressly agreed that LMG is not held liable to the Client for any delays in the performance of this contract for any incidental events arising from or caused by weather, fires, strikes, war conditions, acts of God, or legislation heretofore or hereafter enacted by any government.
  - a. If one or more scheduled activation days are not performed solely due to LMG's fault (excluding any delay, cancellation, or failure caused by Client actions or omissions, third-party restrictions, weather, permitting issues, Force Majeure Events, or safety determinations under this Agreement), LMG shall have the right, as its primary cure obligation, to provide a commercially reasonable substitute activation day that is substantially equivalent in market, duration, and scope to the missed activation day (a "Make-Right Activation"), at no additional charge to Client. Client agrees to reasonably cooperate with LMG in approving locations, timing, and logistics necessary to effectuate any Make-Right Activation. If Client fails or refuses to reasonably cooperate, LMG shall be deemed to have fully satisfied its obligations with respect to the missed activation day. If, despite commercially reasonable efforts, LMG is unable to perform a Make-Right Activation, Client's sole and exclusive remedy shall be a credit or offset, applied to the applicable invoice(s), equal to the per-day activation fee attributable to the missed activation day as expressly set forth in the applicable Statement of Work. Under no circumstances shall LMG be required to provide any refund, make-good, credit, or compensation exceeding such per-day activation fee.
  - b. If the vehicle and/or equipment is unavailable for use by the Client for any reason, LMG is not liable for any loss of sales, advertising costs, event sponsorships fees, additional staffing, public relations valuations or other associated cost or business expenses during this period.
37. All final events, malls, areas or locations for all activations, including the activation hours must be received by LMG in writing a minimum of twenty-one (21) days prior to the first activation. Any change less than 21 days in advance of the first activation may incur additional fees. Once the program has launched, any change to a location,

event, schedule or activation hours, for any reason, received later than seven (7) days in advance, the Client will be charged a minimum of \$250 per change plus any and all additional fees, including, but not limited to: management hours, administration costs, additional staff fees; additional fuel or mileage costs; parking; fees charged by any city, county, state or other governing organization; mall fees; access fees; or location fees. Notwithstanding the foregoing, if changes to the driving route are necessary through no fault of Client, Client will not be charged any additional fee(s) for any such changes provided these route changes do not affect any other provisions or costs in this Agreement, including, but not limited to, hours of operation, mileage or fuel.

38. Any change in staffing requirements such as Manager, Assistant Manager Brand Ambassadors or any other staff must be received at least seven (7) days in advance of the event or activation. Changes made less than seven (7) days in advance will incur the original cost for the staff, all associated fees and expenses.

39. Any change in the activation dates or hours of operation due to weather conditions must be submitted by the Client to LMG in writing at least twenty-four (24) hours prior to the start of the activation or event. If weather causes an activation to be stopped, delayed or cancelled for any reason, no refunds will be issued to the Client. If a change in the date or time cannot be accommodated by LMG, determined by its sole discretion, all original fees and costs will apply. If any change in the activation date or time results in additional fees or costs, LMG will notify the Client and seek prior approval by Client and send a separate invoice for these charges.

40. All activities, services, vehicle and equipment detailed in relevant exhibits of this Agreement are solely for the total amount of hours and days worked by the supplied staff and the vehicle/equipment used, from a designated start time to a designated end time each day. All other elements are estimates, including the amount of time to drive to and from each location or the amount of time at each location to create awareness and/or engage consumers. This Agreement does not guarantee a specific number of locations will be visited, a specific number of product distributed or a specific number of consumers engaged. No refunds, discounts or "make goods" will be provided to Client for any lack of performance other than for the total of amount of hours and days for the staff and the vehicle/equipment provided by LMG and detailed

in this Agreement. Notwithstanding the foregoing, any remedy for missed activation days shall be governed exclusively by Section 36(a).

41. The Client acknowledges that due to the nature of mobile marketing programs, assets may experience minor wear and tear (including but not limited to small dents, scratches, or similar superficial damage) during transit. LMG will make commercially reasonable efforts to mitigate such occurrences, but the Client agrees that LMG is not responsible for delivering assets in "perfect" condition free from minor cosmetic imperfections. Any damage beyond reasonable wear and tear will be subject to a review and assessment by LMG, and LMG's determination regarding the nature and extent of the damage shall be final.

#### **Client Activated-Specific Terms and Conditions**

42. Other than normal wear and tear, the Client is financially responsible for all truck and/or equipment damaged and all necessary repairs or replacement items, if necessary. Lime Media, at its sole discretion, is responsible for determining normal wear and tear, additional damage or replacement items. Client will be charged for all replacement vinyl, parts, repairs, damage, labor and other fees.

43. Client must perform regular checks on all truck parts and equipment inside the truck or items used in conjunction with the program, including, but not limited to: all oil and fluid levels, interior and exterior walls, generator, AC/heating system, screens, supports, mounts, electrical systems, projectors, other installed equipment.

44. Disabling any tracking or diagnostic modules or equipment from vehicles will result in a fee of \$250/day.

45. Trucks and equipment must be returned in the same condition they were delivered to the Client. This includes cleaning the vehicle inside (cab and rear compartment) and outside. A \$750 cleaning fee may be charged if the vehicle is not returned in a satisfactory condition.

46. Client is responsible for all moving violations, traffic and/or parking tickets and DOT violations incurred during the Term of this Agreement. The Client also agrees to pay for any fines, fees and additional costs, including any lawyer fees or court costs that may be necessary to resolve these issues. Client must report all violations or accidents to LMG within 24 hours or additional fees will apply.

47. Any person (s) operating the vehicle must be a qualified driver and have experience in a similar type of vehicle. Client to provide driver (s) with clean driving record and drug test. All drivers must be approved by LMG's insurance company based upon driver MVR record(s) at least two (2) weeks prior to operating the vehicle. Client cannot add or change any driver of the vehicle without prior written approval from LMG.
48. All drivers must follow all federal and state laws. Additionally, drivers must follow all DOT regulations, including pre-check inspections and maintaining log books throughout the program. Failure to comply will result in additional fees of a minimum of \$1,000 due to LMG, per occurrence.
49. All drivers of the vehicle must communicate with LMG staff in a timely manner.
50. LMG will be responsible to coordinate any and all repairs, service and maintenance on all vehicles. The Client will not initiate any repairs, service or maintenance on the vehicles without written approval from LMG.
51. If the vinyl wrap or paint is damaged for any reason during the course of the term of this agreement, the Client is responsible for all repairs, reprints and associated costs.
- conditions within its control, the Client's Deposit will be credited toward the Purchase Price at Closing.
55. Client's Closing Conditions: The obligations of the Client under this Agreement are contingent upon the following: (i) LMG executing a Bill of Sale in the form an exhibit, which will be provided electronically at Closing, and (ii) all of LMG's representations and warranties in this Agreement and the Bill of Sale being true at Closing.
56. Instrument of Conveyance: LMG shall execute and deliver to Client on or before the Closing Date the Bill of Sale. Client shall deliver to LMG on or before the Closing Date the full Purchase Price.
57. Client Branding: If any Client branding is used on the Product, the Client will provide LMG with all necessary copy, illustrations, and photographs for use. The Client agrees to indemnify and hold LMG harmless from any claims of copyright, trademark, or service mark infringement, including all associated damages, settlement costs, reasonable legal fees, and expenses.
58. Insurance Requirements: The Client agrees to comply with all specified insurance requirements, which are referenced in these Terms and Conditions. Any LMG provided coverage ends upon delivery to Client.

#### **Asset Purchase-Specific Terms and Conditions**

52. These Terms and Conditions of the Asset Purchase Agreement (the "Agreement") are effective as of the date the Client agrees to purchase an asset from Lime Media Group, Inc. ("Effective Date"). By making the purchase, the Buyer ("Client") and, Seller, Lime Media Group, Inc. ("LMG") (collectively, the "Parties") agree to be bound by the terms and conditions set forth herein.
53. Closing: The closing of the purchase and sale transaction contemplated in this Agreement (the "Closing") shall take place in accordance with the Production and Delivery Schedule in relevant exhibits (the "Closing Date")
54. Client's Deposit: In the event LMG fails to close the transaction or, in the Client's reasonable discretion, fails to meet any closing condition listed below that is within LMG's control, or otherwise breaches any term of this Agreement, the Client may choose to continue to enforce this Agreement. Upon LMG's fulfillment of all closing
59. Representations and Warranties: LMG represents and warrants that (i) as of the Effective Date and as of Closing, it has the full right and power to enter into this Agreement; (ii) the Product will be of merchantable quality and fit for the purposes intended, as directed and approved by the Client in its sole discretion; and (iii) upon Closing, THE PRODUCT IS SOLD "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFIED HEREIN.
- a. Limited Warranty – Workmanship: LMG WARRANTS ITS WORKMANSHIP ON THE PRODUCT TO BE FREE FROM DEFECTS FOR 60 DAYS FROM THE DATE OF DELIVERY. This warranty excludes normal wear and tear and any components or materials procured by LMG but not fabricated or modified by LMG.
- b. Remedy: If a defect in workmanship arises and the Client promptly notifies LMG in writing within the warranty period, LMG will, at its discretion, repair the defect or refund a proportionate part of the Purchase Price representing the defective workmanship. THIS REMEDY IS THE CLIENT'S SOLE

AND EXCLUSIVE REMEDY.

- c. Disclaimer & Liability: NO OTHER WARRANTIES APPLY. LMG IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
60. Manufacturer Warranties: Any manufacturer warranties on items included in this Agreement will be transferred to the Client. LMG further represents and warrants to the Client that, as of the Effective Date and as of Closing, all representations and warranties outlined in the Bill of Sale are accurate and true.
61. Acceptance: Upon completion of the Services, the Client will have 3 days from Closing to inspect the Product and determine whether it conforms to the specifications set forth herein (the "Specifications") and is satisfactory to the Client. If the Product does not meet the Specifications or is unsatisfactory to the Client, the Client will notify LMG, and LMG will have 10 days, or another mutually agreed-upon period of time (the "Correction Period"), to modify the Product at no additional cost to the Client. If, after the Correction Period, the Product still does not meet the Specifications or remains unsatisfactory, the Client may terminate this Agreement without further payment obligations to LMG, and without limitation to the Client's other remedies at law or in equity. If the Product is satisfactory upon receipt, or if the Client does not provide written notification of non-acceptance to LMG within the 3-day period, the Client shall be deemed to have accepted the Product (the "Acceptance").
62. Non-Cancelable – Asset Purchase: The asset purchase terms within this Agreement are non-cancelable. For any additional items or services related to the asset purchase that are not listed in this Agreement, LMG will provide a change order for the Client's approval. LMG will invoice the Client separately, and the Client agrees to pay LMG upon receipt of the invoice and before delivery of the Product. These additional items or services are subject to the same terms and conditions outlined in this Agreement. Delays in approvals from the Client for artwork or other items may result in additional fees, as specified in relevant exhibits.
63. Entire Agreement – Asset Purchase: With respect to the asset purchase outlined in this Agreement, this section constitutes the entire understanding between the Parties. No promises, warranties, representations, or undertakings exist regarding the asset purchase except as expressly set forth in this section. This

Agreement supersedes any prior agreements or understandings between the Parties concerning this specific asset purchase.

64. Assignment – Asset Purchase: This section shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, executors, administrators, successors, and assigns with respect to the asset purchase. Neither Party shall assign any right or obligation under this Agreement related to the asset purchase without the prior written consent of the other Party, and any such attempted assignment shall be null and void. Notwithstanding the foregoing, the Client may assign its rights under this Agreement for asset purchase to any affiliated or related company upon written notice to LMG, provided such assignment does not relieve the Client of its obligations hereunder.