LMG ONLINE TERMS AND CONDITIONS (11/26)

These Online Terms and Conditions ("Agreement") govern the provision of services and/or sale of products by Lime Media Group, LLC, a Delaware limited liability company ("LMG") to its clients ("Client"). References to Lime Media Group, Inc. in any document mean LMG. 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. If this MSA expires or is not renewed while any SOW remains in progress or has not yet begun, including any Multi-Year Program, this MSA shall continue to govern that SOW until the SOW is completed or ended in accordance with its terms. 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, all applicable terms therein, Sections 57 through 69 (the Asset Purchase-Specific Terms and Conditions), the last sentence of Section 14, and Sections 10 (other than its first sentence), 21, 29, and 34 of these Online Terms and Conditions; for those Sections, the estimate is the applicable Statement of Work. 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 1.5% per month service charge or maximum allowable rate, whichever is less.
    c. Any dispute regarding an invoice, reconciliation, or charge shall not suspend Client's obligation to timely pay all undisputed amounts when due. For any good-faith disputed amount, Client shall provide written notice to LMG within fifteen (15) days of receipt of the applicable invoice specifying in reasonable detail the basis for the dispute. The parties shall negotiate in good faith to resolve such disputed amount. Client's failure to timely provide such written notice shall constitute irrevocable acceptance of the invoice. Client shall not be entitled to offset, recoup, or net any disputed amount against any other amount owed to LMG.
    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, except as provided in Sections 2(h) through 2(p).
    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.
    h. **Multi-Year Programs — Applicability:** Subsections (h) through (p) of this Section 2 apply only to an estimate that Client signs and that is designated on its face as a "Multi-Year Program" or states that Sections 2(h) through 2(p) apply (a "Program Estimate," and the Program Services under it, a "Multi-Year Program"). They have no effect on any other estimate. Each Program Estimate is a single SOW covering its full Multi-Year Term, and capitalized terms used in these subsections have the meanings given in them or elsewhere in this Agreement. A Multi-Year Program ends only at the end of its Multi-Year Term or under Section 2(n), 2(o), 2(p)(ii), 3, or 20, and no other termination of this Agreement ends it. Where these subsections provide that a term, number, or election is as set or stated in the Program Estimate, or state a time period, percentage, dollar amount, or number of days, the Program Estimate may set a different term, number, or election, and the Program

Estimate controls as to that item without the need to satisfy the final sentence of Section 14; provided, however, that any term, number, or election in a Program Estimate, a Change Order to it, or any Project Document or other communication, that is more favorable to Client than the default stated in these subsections binds LMG only if it is signed for LMG by an LMG employee whose title is Director or higher and whom LMG has authorized to approve Program Estimates (an "Authorized Approver"). Sections 2(n)(ii) and 2(n)(iii) are not among the items a Program Estimate may vary under this subsection. Section 26 applies to every Multi-Year Program, and no Annual Commitment, Shortfall Payment, Early Exit Fee, or Program Benefit is consideration for the possession or exclusive use of any vehicle.

i. **Program Benefits:** During the Multi-Year Term, LMG will provide the program benefits listed in the Program Estimate ("Program Benefits"), which may include priority scheduling of Program Services ahead of other LMG clients, subject to dates already confirmed, quarterly planning sessions, and an assigned strategic account manager. Program Benefits are included in the program pricing. A missed or delayed Program Benefit does not reduce any fee or excuse any obligation of Client; Client's sole remedy is for LMG to provide the Program Benefit within a reasonable time after Client's written notice. LMG may reassign the strategic account manager upon notice to Client. Results, measurement, or audience reporting is not a Program Benefit unless purchased as a separate line item in the Program Estimate.

j. **Multi-Year Term and Renewal:**

   i. The "Multi-Year Term" is the number of Program Years set in the Program Estimate or, if none is set, the number of years for which the Program Estimate states pricing, but not fewer than two (2), beginning on the program start date set in the Program Estimate or, if none is set, the earlier of the date of the first Program Services scheduled under it and ninety (90) days after the Program Estimate is signed, together with any renewal Program Years. A "Program Year" is each successive twelve (12) month period of the Multi-Year Term.

   ii. Unless the Program Estimate states that the program does not renew, the Multi-Year Term renews automatically at the end of the last Program Year set in the Program Estimate, and at the end of each renewal Program Year, for one (1) additional Program Year, unless either party gives written notice of non-renewal at least ninety (90) days before that Program Year ends. A notice of non-renewal does not shorten the Program Years set in the Program Estimate. The Annual Commitment for each renewal Program Year equals the Annual Commitment for the last Program Year set in the Program Estimate, as adjusted under Section 2(l)(ii) and without any reduction under Section 2(k)(iii) or 2(o).

   iii. Pricing for a renewal Program Year is as set in the Program Estimate. If the Program Estimate does not set renewal pricing, LMG may change pricing for a renewal Program Year by written notice given at least one hundred twenty (120) days before that Program Year begins; absent such notice, the pricing for the prior Program Year continues, as adjusted under Section 2(l)(ii).

   iv. Notwithstanding Section 32, LMG may apply the then-current version of these Online Terms and Conditions to a renewal Program Year by written notice to Client given at least one hundred twenty (120) days before that renewal Program Year begins; absent such notice, the version that governed the prior Program Year continues. No such change applies to a claim that arose before that renewal Program Year begins. This subsection does not apply if the Program Estimate states that renewal Program Years remain on the version in effect when the Program Estimate was signed.

k. **Annual Commitment:**

   i. For each Program Year, Client commits to order Program Services under the Program Estimate of at least the amount set in the Program Estimate for that Program Year, stated in dollars or in activation days, or, if the Program Estimate sets no separate yearly minimum, the fees stated in it for that Program Year (or, if fees are stated only for the whole Multi-Year Term, those fees divided equally among its Program Years, and for any Program Year with no stated fees, the Annual Commitment

for the prior Program Year) (the "Annual Commitment"), at the per-day program rate set in the Program Estimate or, if none is set, the per-day activation fee stated in it or, if neither is stated, that Program Year's fees divided by the activation days stated in it for that Program Year, in each case as adjusted under Section 2(l)(ii) (the "Per-Day Rate"). The Per-Day Rate is the per-day activation fee for purposes of Section 41(a), and an Annual Commitment stated in activation days is valued at the Per-Day Rate wherever these subsections call for a dollar amount. Client acknowledges that LMG commits crew and production resources and declines other business in reliance on the Annual Commitment.

ii. Client shall provide LMG its program calendar for each Program Year, including markets, dates, and locations, by the planning deadline set in the Program Estimate or, if none is set, at least sixty (60) days before that Program Year begins. Sections 42 through 44 apply to all scheduled activations.

iii. Program Services count as "ordered" when Client schedules them in writing and LMG confirms them, even if they are later canceled or shortened by weather, a safety determination, or any other cause for which this Agreement provides no refund; Program Services canceled under Section 2(o) are not ordered, and a date moved to another date counts as ordered once. A confirmed date that LMG fails to perform counts as ordered once, including any Make-Right Activation for it, and Section 41(a) exclusively governs Client's remedy. Only Program Services under the Program Estimate and its Change Orders, at Program Estimate rates, count as ordered, excluding taxes, pass-through expenses, storage fees, and change fees or other charges under Sections 5, 36, and 42 through 44. The Annual Commitment is reduced only (A) under Section 2(o), and (B) by the value of Program Services that Client requests in writing by the planning deadline, with the notice required by Section 42, and that LMG declines to schedule because LMG has no available vehicle or crew for the requested dates and markets, unless LMG offers reasonably comparable dates or markets in the same Program Year.

iv. If, at the end of a Program Year, the Program Services ordered by Client are less than the Annual Commitment, LMG will invoice the difference (the "Shortfall Payment"). The Annual Commitment is the minimum price of the Program Services for that Program Year, and the Shortfall Payment is the unbilled balance of that price. The Shortfall Payment is due within thirty (30) days of invoice. Unused commitment does not carry over to a later Program Year unless the Program Estimate states otherwise.

l. **Program Pricing:**

i. Prices in the Program Estimate are fixed-price program fees under Section 2(f) and apply to each Program Year as stated in the Program Estimate.

ii. Unless the Program Estimate states "Full Price Lock" or sets its own prices for a Program Year, at the start of each Program Year after the first, all prices in the Program Estimate, the Per-Day Rate, and any Annual Commitment stated in dollars increase by the percentage increase in the CPI over the twelve (12) months shown in the most recent CPI report published at least sixty (60) days before that Program Year begins. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, not seasonally adjusted, published by the U.S. Bureau of Labor Statistics, or, if it is discontinued, the most nearly comparable successor index LMG reasonably selects. Prices never decrease under this subsection. LMG will notify Client of the adjusted prices, but the adjustment applies whether or not notice is given. Pricing will not change during a Program Year.

iii. Program Services ordered beyond the Annual Commitment are priced at the Program Estimate rates unless otherwise agreed in a Change Order. No Change Order reduces the Annual Commitment unless it states the reduced Annual Commitment and is signed for LMG by an

Authorized Approver.

iv. Preferred Partner Program pricing and Multi-Year Program pricing do not combine unless the Program Estimate states otherwise. The Preferred Partner Program year-end reconciliation does not apply to a Program Estimate; Section 2(k) governs instead.

m. **Program Billing:** Program fees are invoiced on the billing schedule set in the Program Estimate. If the Program Estimate sets no schedule, LMG will invoice, at the start of each three-month period of the Program Year, the lesser of one quarter of the Annual Commitment and the part of the Annual Commitment not yet invoiced, counting all invoices for Program Services in that Program Year, and will invoice Program Services ordered beyond the total amount invoiced for that Program Year as they are ordered. Except as provided in Sections 2(n) and 2(o), each installment is non-refundable and is credited, in order, against Program Services ordered in that Program Year, any Shortfall Payment for that Program Year, and any Early Exit Fee; any installment amount above the greater of a reduced Annual Commitment and the Program Services ordered in that Program Year is credited to the next Program Year or, if there is none, refunded. Program invoices are due within thirty (30) days unless the Program Estimate states otherwise, and this subsection controls over Sections 2(e) and 15 as to program fees. Sections 2(a), 2(b), and 2(c) continue to apply. LMG may suspend Program Services, after five (5) days' written notice, while any amount not disputed in accordance with Section 2(c) is past due; a suspension does not reduce the Annual Commitment, suspended Program Services count as ordered toward the Annual Commitment only, and LMG need not reschedule them.

n. **Early Exit and Termination:**

i. **Early Exit.** Client may end a Multi-Year Program before the end of the Multi-Year Term by giving LMG written notice at least ninety (90) days before the date the program ends (the "Exit Date") and paying the Early Exit Fee. The notice is effective whether or not the Early Exit Fee has been paid, and an Exit Date on the last day of a Program Year falls in that Program Year. The "Early Exit Fee" equals (A) the amount, if any, by which the Annual Commitment for the Program Year in which the Exit Date falls exceeds the Program Services ordered for dates in that Program Year on or before the Exit Date, plus (B) fifty percent (50%) of the Annual Commitment for each Program Year after the Program Year in which the Exit Date falls, excluding any renewal Program Year that has not begun. Client also remains liable for all Program Services ordered for dates on or before the Exit Date, any Shortfall Payment for Program Years ended before the Program Year in which the Exit Date falls, and any non-cancellable third-party costs LMG incurred at Client's written request for dates after the Exit Date. The parties agree that LMG's losses from the loss of later Program Years, including crew and production resources committed and business declined in reliance on the Annual Commitment, are difficult to estimate, and that part (B) is a reasonable forecast of those losses and not a penalty. The Early Exit Fee is due within thirty (30) days of invoice and is a payment obligation of Client for purposes of Section 10.

ii. **Termination for Cause.** Either party may end a Multi-Year Program if the other party materially breaches its obligations as to that Multi-Year Program and fails to cure the breach within thirty (30) days after written notice describing it, or within ten (10) days after written notice of failure to pay any amount not disputed in accordance with Section 2(c). A missed activation day remedied or credited under Section 41(a), or a Program Benefit provided as required by Section 2(i), is not a material breach. If LMG ends the program under this subsection, Client owes the amounts described in Section 2(n)(i) as if Client had exited on the termination date. If LMG ends the program under Section 20, then, notwithstanding Section 20, Client owes the Program Services ordered for dates on or before the termination date plus fifty percent (50%) of the unmet Annual Commitment for the Program Year in progress and of the Annual Commitment for each later Program Year, excluding any renewal Program Year that has not begun. If Client ends the program under this subsection, Client owes no Early Exit

Fee and no Shortfall Payment for the Program Year in progress, and LMG will refund any installment paid for that Program Year in excess of the Program Services ordered for dates on or before the termination date.

iii. If LMG ends a Multi-Year Program under the company-values provision of Section 3, Client owes no Early Exit Fee and no Shortfall Payment for the Program Year in progress, and the refund terms of Section 3 apply.

o. **Force Majeure in a Multi-Year Program:** For a Multi-Year Program, a Force Majeure Event that prevents the performance of Program Services for more than fifteen (15) days, or is anticipated to do so, allows either party, by written notice, to cancel only the affected Program Services, not the Multi-Year Program as a whole. An event affecting Client's products, budget, staffing, or business is not a Force Majeure Event under this subsection unless it prevents LMG's performance, and weather is not a Force Majeure Event under this subsection, however long it lasts. The Annual Commitment for the affected Program Year is reduced by the value of the canceled Program Services, unless LMG offers substitute dates or markets that Client accepts, which acceptance shall not be unreasonably withheld. Either party may end the Multi-Year Program without an Early Exit Fee only if a Force Majeure Event prevents substantially all Program Services for more than ninety (90) consecutive days. In that case, Client owes (A) the Program Services ordered for dates in the Program Year in progress on or before the termination date and (B) the Annual Commitment for that Program Year, before any reduction under this subsection, prorated to the termination date and reduced by the value of Program Services canceled under this subsection that were scheduled on or before the termination date, whichever is greater, and LMG will refund any installment paid for that Program Year in excess of that amount.

p. **Agency Clients:**

i. If the Program Estimate names a brand advertiser for which Client acts as agency (the "Brand"), Client signs the Program Estimate as principal and is liable as Client whether or not Client acts for the Brand, and no sequential-liability or pay-when-paid term applies unless the Program Estimate expressly so states. Notwithstanding Section 20, Client may not assign or transfer a Multi-Year Program to an affiliated or related company, and may transfer it to the Brand or to the Brand's new agency with LMG's written consent, which LMG will not unreasonably withhold, provided that the transferee agrees in writing to be bound by this Agreement and the Program Estimate. It is reasonable for LMG to withhold consent to a transferee that does not meet LMG's reasonable credit requirements or that is a direct competitor of LMG. Client remains liable for all amounts accrued before the transfer.

ii. Client shall notify LMG in writing within five (5) business days after notice ending the Brand's relationship with Client is given or received. If the Multi-Year Program is not transferred under Section 2(p)(i) within thirty (30) days after that notice is given or received, the Multi-Year Program ends, at LMG's election by written notice, as an early exit under Section 2(n)(i), with the Exit Date being the end of that thirty-day period, unless the Program Estimate states otherwise; absent that election, the Multi-Year Program continues.

iii. If the Brand signs the Program Estimate, the Brand is bound by this Agreement as a Client for that Multi-Year Program and, unless the Program Estimate states otherwise, is jointly and severally liable with the agency for the payment obligations under the Program Estimate.

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; and system logs or outputs from LMG's proprietary Smart Directional™ technology and fleet management systems (collectively, "Activation Data"). Activation Data does not include, and LMG does not collect or retain as part of Activation Data, device-level identifiers or other personal data of individuals. Where Client purchases or requests delivery of mobile advertising identifiers under an applicable Statement of Work, such identifiers are matched and provided by third-party advertising exchanges or platforms, and LMG will handle them solely at Client's direction, deliver them to Client or Client's designated platform, and not retain them following delivery. 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 Activation Data with third parties, including clients, partners, or commercial platforms, only in aggregated or de-identified form, provided that no personal data, personally identifiable information (PII), or Client-specific confidential business information is disclosed.
b. Where LMG processes personal data on Client's behalf in connection with a campaign, LMG acts as a service provider or processor, processes such personal data only on Client's documented instructions (including as set forth in the applicable Statement of Work and related delivery coordination) and not for LMG's own purposes, and the rights in this Section 3(a) do not apply to such personal data. LMG remains the controller of Activation Data that constitutes LMG's own operational and measurement data.
c. LMG will process all Activation Data in accordance with all applicable data privacy and protection laws, including without limitation the California Consumer Privacy Act (as amended by the California Privacy Rights Act), the Texas Data Privacy and Security Act, the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act, and other federal, state, and international data privacy laws applicable to the Program Services (collectively, "Privacy Laws"). LMG will not "sell" or "share" personal information as defined under applicable Privacy Laws without prior express, documented consent. To the extent LMG acts as a "service provider," "processor," or analogous role under applicable Privacy Laws with respect to any personal information provided by Client (as further described in the allocation of controller and processor roles set forth above in this Section 3(b)), the parties shall enter into a data processing addendum upon either party's request. 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.
d. 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.
e. **Security and Breach Notification:** LMG shall maintain commercially reasonable administrative, physical, and technical safeguards to protect Activation Data and any Client confidential information in LMG's possession from unauthorized access, use, or disclosure. In the event LMG becomes aware of any actual unauthorized access, use, or disclosure of Activation Data or Client confidential information that materially affects Client ("Security Incident"), LMG shall notify Client in writing without undue delay and in any event within

seventy-two (72) hours after LMG's confirmation of such Security Incident. LMG shall reasonably cooperate with Client's investigation of any Security Incident. LMG's obligations under this provision constitute LMG's sole liability and Client's sole remedy for any Security Incident, subject to the limitations of liability elsewhere in this Agreement.

f. **Client Property:** "Client Property" means any tangible personal property of Client (or owned by any third party and provided by or on behalf of Client) that is placed in, on, or about any LMG vehicle, trailer, equipment, asset, or activation site, including but not limited to merchandise, samples, displays, collectibles, prototypes, signage, branded items, and personal effects of Client's personnel. Client Property does not include Advertising Materials governed elsewhere in this Agreement or Activation Data.

g. **Client Property — No Bailment:** LMG is not a bailee, custodian, warehouseman, or insurer of Client Property. No bailment of any kind (gratuitous, mutual benefit, or otherwise) is created by this Agreement or by the placement, presence, or display of Client Property in, on, or about any LMG vehicle, trailer, equipment, asset, or activation site. Client retains sole care, custody, and control of Client Property at all times.

h. **Client Property — Sole Risk:** Client Property is placed in, on, or about any LMG vehicle, trailer, equipment, asset, or activation site solely at Client's risk. Client is solely responsible, at Client's sole cost, for the transportation, packing, loading, unloading, handling, mounting, dismounting, security, supervision, and removal of Client Property, and for the provision and integrity of any display cases, mounts, fasteners, locks, or protective coverings used to display Client Property.

i. **Client Property — Disclosure Threshold:** If the aggregate fair market or replacement value of Client Property to be placed in, on, or about any LMG vehicle, trailer, equipment, asset, or activation site exceeds Twenty-Five Thousand Dollars ($25,000), Client shall (i) provide LMG with written notice of such Client Property no fewer than ten (10) business days prior to the applicable activation, and (ii) execute and deliver to LMG a Property Display Waiver in the form provided by LMG. Client's failure to provide such notice or to execute such waiver shall constitute a material breach of this Agreement, and the releases, waivers, indemnifications, and limitations of liability set forth in this Agreement shall apply to such Client Property with full force and shall be construed in the manner most favorable to LMG.

j. **Client Property — Release, Indemnity, and Limitation:** In consideration of LMG's agreement to permit the placement of Client Property at LMG vehicles or activation sites, Client agrees as follows. **CLIENT, ON BEHALF OF ITSELF AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, AFFILIATES, AND INSURERS, HEREBY RELEASES AND COVENANTS NOT TO SUE LMG, AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LMG, ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES, SUCCESSORS, AND ASSIGNS, FOR ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED TO ANY DAMAGE TO, LOSS OF, THEFT OF, OR DESTRUCTION OF ANY CLIENT PROPERTY, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTUAL OR ALLEGED NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE) OR STRICT LIABILITY OF LMG OR ANY PARTY INDEMNIFIED HEREUNDER; PROVIDED, HOWEVER, THAT THIS RELEASE AND INDEMNITY SHALL NOT EXTEND TO CLAIMS CAUSED BY LMG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CLIENT ACKNOWLEDGES THAT THIS PROVISION IS CONSPICUOUS, EXPRESSLY COVERS LMG'S OWN NEGLIGENCE, AND SATISFIES THE EXPRESS NEGLIGENCE DOCTRINE AND CONSPICUOUSNESS REQUIREMENTS UNDER TEXAS LAW.** Notwithstanding anything to the contrary in this Agreement, LMG's aggregate liability for any and all damage to, loss of, theft of, or destruction of Client Property shall in no event exceed One Thousand Dollars ($1,000.00), and any such liability shall be subject to and counted against the cap set forth in this Agreement. Insurance requirements applicable to Client Property are set forth in the Client Insurance

Requirements section of this Agreement.

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. Such modifications shall be made at LMG's reasonable discretion consistent with industry standards, and Client shall not unreasonably withhold approval of such modifications where Client approval is required. 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 greater of (i) the total fees paid by the Client to LMG under the applicable Statement of Work in the twelve (12) months preceding the event giving rise to the claim, or (ii) One Million Dollars ($1,000,000). Any credit or offset issued pursuant to Section 41(a) shall be included in, and not in addition to, this limitation of liability. Under no circumstances shall either party be liable to the other for any incidental, consequential, special, or punitive damages, including but not limited to lost profits, lost opportunities, or business interruptions, even if such party has been advised of the possibility of such damages. However, the foregoing limitations of liability shall not apply to: (i) either party's gross negligence, willful misconduct, or intentionally wrongful acts; (ii) either party's indemnification obligations under this Agreement, which are subject to the Indemnity Limit below; (iii) Client's payment obligations; (iv) breach of confidentiality obligations with respect to the other party's trade secrets; or (v) the limitation applicable to Client Property, which controls. INDEMNITY LIMIT: FOR EACH**

OCCURRENCE, THE INDEMNIFYING PARTY'S TOTAL LIABILITY UNDER ITS INDEMNIFICATION OBLIGATIONS SHALL NOT EXCEED THE GREATER OF (x) ONE MILLION DOLLARS ($1,000,000) (OR ANY HIGHER AMOUNT STATED IN THE APPLICABLE STATEMENT OF WORK), WHICH AMOUNT APPLIES WHETHER OR NOT ANY INSURANCE IS PURCHASED, RESPONDS, OR IS COLLECTED, (y) THE INSURANCE PROCEEDS ACTUALLY PAID FOR THAT OCCURRENCE BY OR ON BEHALF OF THE INDEMNIFYING PARTY'S INSURERS, PLUS ANY APPLICABLE DEDUCTIBLE OR SELF-INSURED RETENTION, OR (z) FOR CLIENT, THE PER-OCCURRENCE LIMITS, INCLUDING ANY UMBRELLA OR EXCESS LIMITS, OF THE INSURANCE APPLICABLE TO THAT OCCURRENCE THAT CLIENT IS REQUIRED TO MAINTAIN UNDER SECTION 34 OR THE APPLICABLE STATEMENT OF WORK, WHETHER OR NOT PAID (THE "INDEMNITY LIMIT"). THE INDEMNIFYING PARTY SHALL TENDER ANY CLAIM TO ITS INSURERS UPON THE INDEMNIFIED PARTY'S REQUEST AND ALONE BEARS ANY DEDUCTIBLE, SELF-INSURED RETENTION, COVERAGE DENIAL, INSURER INSOLVENCY, EXHAUSTION OF LIMITS, OR FAILURE TO MAINTAIN INSURANCE. REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS OWED UNDER AN INDEMNITY ARE PAYABLE IN ADDITION TO THE INDEMNITY LIMIT. THE INDEMNIFIED PARTY'S OWN INSURANCE DOES NOT REDUCE THE INDEMNIFYING PARTY'S OBLIGATIONS, AND THE INDEMNITY LIMIT DOES NOT REDUCE ANY COVERAGE OWED TO THE INDEMNIFIED PARTY AS AN ADDITIONAL INSURED. CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LMG, ITS MEMBERS, MANAGERS, 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, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTUAL OR ALLEGED NEGLIGENCE (WHETHER SOLE, CONCURRENT, OR COMPARATIVE) OR STRICT LIABILITY OF LMG OR ANY PARTY INDEMNIFIED HEREUNDER; PROVIDED, HOWEVER, THAT THIS INDEMNITY SHALL NOT EXTEND TO CLAIMS CAUSED BY LMG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CLIENT ACKNOWLEDGES THAT THIS INDEMNIFICATION EXPRESSLY COVERS LMG'S OWN NEGLIGENCE AND SATISFIES THE EXPRESS NEGLIGENCE DOCTRINE AND CONSPICUOUSNESS REQUIREMENTS UNDER TEXAS LAW. CLIENT THIRD-PARTY INDEMNITY: NOTWITHSTANDING LMG'S INDEMNITY IN THE FIRST SENTENCE OF THIS SECTION 10, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS A SEPARATE OBLIGATION, CLIENT ALSO AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LMG, ITS MEMBERS, MANAGERS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS BY ANY THIRD PARTY, INCLUDING MEMBERS OF THE PUBLIC, AND ALL RELATED DAMAGES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO (i) ANY NEGLIGENT OR WRONGFUL ACT OR OMISSION OF CLIENT OR ANYONE ACTING THROUGH OR WITH THE PERMISSION OF CLIENT; (ii) THE POSSESSION, LOADING, TOWING, OR OPERATION, BY CLIENT OR ANYONE ACTING THROUGH OR WITH THE PERMISSION OF CLIENT, OF ANY VEHICLE, TRAILER, OR OTHER ASSET OWNED OR SOLD BY LMG; OR (iii) ANY CHANGE TO ANY SUCH ASSET MADE, WHILE THE ASSET IS OUT OF LMG'S POSSESSION, BY ANYONE OTHER THAN LMG OR ITS CONTRACTORS, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTUAL OR ALLEGED NEGLIGENCE (WHETHER SOLE, CONCURRENT, OR COMPARATIVE) OR STRICT OR PRODUCTS LIABILITY OF LMG OR ANY PARTY INDEMNIFIED HEREUNDER; PROVIDED, HOWEVER, THAT THIS INDEMNITY SHALL NOT EXTEND TO CLAIMS CAUSED BY LMG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CLIENT ACKNOWLEDGES THAT THIS INDEMNITY EXPRESSLY COVERS LMG'S OWN NEGLIGENCE AND SATISFIES THE EXPRESS NEGLIGENCE DOCTRINE AND CONSPICUOUSNESS REQUIREMENTS UNDER TEXAS LAW. THIS INDEMNITY IS SEVERABLE FROM, AND DOES NOT LIMIT, THE REST OF THIS SECTION 10, AND IF ANY PART OF IT IS UNENFORCEABLE, THE REST OF IT SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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 members, managers, 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 after termination or expiration of this Agreement for purposes of LMG's portfolio, marketing, dispute defense, or historical archival), including but not limited to claims for misappropriation of likeness, right of publicity, defamation, false endorsement, or trademark infringement.

11. **LMG Representations and Warranties:** LMG represents and warrants that: (i) it is duly organized, validly existing, and in good standing under the laws of the State of Delaware; (ii) it has full power and authority to enter into and perform this Agreement; (iii) its execution and performance of this Agreement does not violate any other agreement or obligation to which it is bound; (iv) it will perform the Program Services in a professional and workmanlike manner consistent with industry standards; (v) it will comply with all laws and regulations applicable to its performance of the Program Services; and (vi) it holds all licenses, permits, and authorizations required to perform the Program Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LMG MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12. **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.**

13. 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. Client acknowledges that LMG has invested substantial time, money, and resources in training and developing its employees, and that the loss of an LMG employee to Client would cause irreparable harm to LMG for which monetary damages alone would be inadequate. In the event of a breach or threatened breach of this provision, LMG shall be entitled to (i) seek temporary, preliminary, and permanent injunctive relief in any court of competent jurisdiction without the necessity of posting a bond; (ii) recover actual damages, including without limitation LMG's costs of recruiting, hiring, and training a replacement employee, lost productivity, and consequential business harm; and (iii) recover its reasonable attorneys' fees and costs incurred in enforcing this provision.

14. 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. In the event of any conflict or inconsistency among documents constituting this Agreement, the following order of precedence shall apply: (i) signed change orders or amendments (with the latest in time controlling as among multiple change orders); (ii) the signed estimate or Statement of Work; (iii) these Online Terms and Conditions; (iv) exhibits, schedules, and other Project Documents; and (v) any other referenced document. Notwithstanding the foregoing, an estimate, Statement of Work, or change order shall supersede a specific provision of these Online Terms and Conditions only if it: (a) is signed by, or approved in writing (including by email) by, LMG's Chief Executive Officer or Chief Financial Officer, and (b) expressly identifies by section number the provision of the Online Terms and Conditions being superseded.

15. 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.

16. Force Majeure: Neither party shall be liable for any failure to perform, or delay in the performance of, its obligations under this Agreement (except for any payment obligations, which shall not be excused by a Force Majeure Event) if and to the extent such failure or delay is caused by acts of God, fire, flood, war, civil unrest, terrorism, government action, pandemic, epidemic, public health emergency, labor strikes (other than strikes by the affected party's own workforce), supply chain disruption, or any other events beyond the affected party'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. For any Multi-Year Program, Section 2(o) governs in place of the preceding sentence.

17. 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.

18. 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.

19. 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.

20. 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, either party may assign this Agreement, without the consent of the other party, to: (i) any affiliated or related company, upon written notice to the non-assigning party; or (ii) any successor in connection with a merger, reorganization, sale of substantially all of its assets, or change of control, upon written notice to the non-assigning party. No such permitted assignment shall relieve the assigning party of its obligations hereunder. Notwithstanding the foregoing, LMG may terminate this Agreement upon written notice if Client is acquired by or merges with a direct competitor of LMG, with Client remaining liable for all fees for services rendered and all non-cancellable commitments made through the date of termination.

21. 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.

22. **Survival:** The following provisions shall survive the expiration or termination of this Agreement for any reason: all payment obligations accrued prior to termination, Activation Data rights, Client Property, Client IP warranty, collections, indemnification and limitation of liability, likeness use indemnification, sales tax indemnification, Shortfall Payments and Early Exit Fees, non-solicitation, entire agreement, compliance with law, waiver, assignment, severability, joint work product, vehicle operation and program term, independent contractor relationship, employment taxes, governing law, venue, and arbitration, acknowledgment of understanding, the Confidentiality provisions in the preamble, and any other provision that by its nature is intended to survive. Confidentiality obligations shall survive for three (3) years following termination, except with respect to trade secrets,

which shall survive for so long as such information remains a trade secret under applicable law.

23. **Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by confirmed email to the party's designated email address of record; (c) sent by nationally recognized overnight courier (e.g., FedEx, UPS); or (d) sent by certified mail, return receipt requested. Notices to LMG shall be sent to: Lime Media Group, LLC, 2700 Observation Trail, Rockwall, TX 75032, Attn: Legal Department, with email copy to legal@lime-media.com (or such other address as LMG designates in writing). Notices to Client shall be sent to the addresses and email addresses specified on the applicable estimate or, if not specified, to Client's last known address and email of record. Notices are effective upon actual receipt, except that notices sent to the email address of record shall be deemed received on the date sent absent a bounce-back or non-delivery notice.

24. **Attorneys' Fees:** In any dispute, arbitration, or legal proceeding arising out of or relating to this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, expert fees, arbitrator fees, court costs, and other costs of enforcement from the non-prevailing party.

25. 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.

26. **Vehicle Operation and Program Term:** Except during a Client Handling Period or where the applicable estimate expressly provides that Client will operate a vehicle (in which case the Client Activated-Specific Terms and Conditions apply), LMG retains possession, custody, and control of every vehicle, trailer, and item of equipment used in the Program Services at all times. LMG furnishes the driver(s) and crew, operates each vehicle under LMG's USDOT authority and LMG's insurance, and determines the manner and means of its operation and movement. Client's role is limited to designating markets, locations, schedules, and Advertising Materials; Client does not operate, possess, or direct the operation of any such vehicle. Fees under this Agreement are consideration for Program Services, and no fee is consideration for the exclusive use of any vehicle. If any transaction under this Agreement is characterized as a motor vehicle rental under Texas law, the program term for that transaction shall be not less than thirty-one (31) days, inclusive of all preparation, production, pre-program, and post-program time.

27. 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").

28. 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.

29. 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. The Parties acknowledge and agree that: (i) they are sophisticated commercial parties represented by or with the opportunity to consult counsel of their choice; (ii) this Agreement was negotiated at arm's length; (iii) LMG is headquartered and primarily operates in Texas and this Agreement has a substantial relationship to Texas; and (iv) Texas law shall apply to all matters arising out of or relating to this Agreement, whether sounding in contract, tort, statute, or otherwise, notwithstanding any provision of the law of any other jurisdiction that might otherwise apply. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect. The seat of arbitration shall be Rockwall County, Texas. The arbitration shall be conducted by one (1) arbitrator for disputes involving claims of less

than One Million Dollars ($1,000,000) in the aggregate, and by a panel of three (3) arbitrators for larger disputes. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing: (a) either party may bring an action in the state courts of Rockwall County, Texas or the United States District Court for the Northern District of Texas for collection of undisputed amounts under Seventy-Five Thousand Dollars ($75,000); and (b) either party may seek temporary, preliminary, or permanent injunctive or other equitable relief in any court of competent jurisdiction to protect its trade secrets, confidential information, intellectual property, or to enforce the non-solicitation provisions of this Agreement. The substantially prevailing party in any arbitration or proceeding hereunder shall be entitled to recover its reasonable attorneys' fees, arbitrator fees, and costs. Each party hereby submits to the exclusive jurisdiction of the arbitral tribunal and, where applicable under (a) or (b) above, the courts of Rockwall County, Texas and the Northern District of Texas.

30. Client authorizes and instructs LMG to create and execute the Program Services and acknowledges and agrees to be bound by the terms and conditions of this Agreement.

31. **Marketing and Publicity:** Client grants LMG a non-exclusive, royalty-free, worldwide license to: (i) identify Client as a customer of LMG; (ii) use Client's name, logo, and trademarks in LMG's marketing materials, case studies, website, pitch decks, and portfolio; and (iii) publish anonymized campaign metrics and case studies derived from the Program Services. LMG shall not disclose Client's confidential business information or any personally identifiable information in such materials. Client may request in writing that LMG remove specific materials from its active marketing channels, and LMG shall use commercially reasonable efforts to do so within thirty (30) days.

32. 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. Each estimate or project-specific agreement signed by the Client incorporates by reference, and shall be governed by, the version of the Online Terms and Conditions in effect on the date such estimate or agreement is signed. Updates or modifications to the Online Terms and Conditions posted after the date of a signed estimate shall apply prospectively to estimates or project-specific agreements signed on or after the date of such posting, and shall not retroactively alter the terms governing any previously signed estimate, except as provided in Section 2(j)(iv) for renewal Program Years. The Client's continued engagement with LMG or execution of any subsequent estimate after posting of updated Terms and Conditions constitutes acceptance of those updated Terms with respect to estimates signed thereafter.

33. 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.

34. 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. LMG-Owned Assets Used in Program Services: For assets that LMG owns and provides for use in the Program Services, 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. Notwithstanding the foregoing, LMG's responsibility for physical or property damage under this subsection does not include loss of or damage to any such asset caused by the handling or operation of that asset by Client or its employees, contractors, or agents during a Client Handling Period (as defined below), and no waiver of subrogation required by the Insurance Standards set forth in this Agreement shall bar recovery by LMG or its insurers of any such loss or damage from Client. For any such loss or damage, Client's insurance is primary and non-contributory, and **CLIENT WAIVES, AND SHALL CAUSE ITS INSURERS TO WAIVE, ALL RIGHTS OF SUBROGATION AGAINST LMG WITH RESPECT TO ANY SUCH LOSS OR DAMAGE.**

e. **Insurance Standards:** All insurance policies required under this Agreement shall: (i) be issued by insurers with an A.M. Best rating of A- VII or better; (ii) include a waiver of subrogation in favor of the other party to the extent permitted by law; (iii) provide that the insurer shall endeavor to give thirty (30) days' prior written notice of cancellation or material change; and (iv) be primary and non-contributory with respect to any insurance maintained by the party named as additional insured. Upon request, each party shall deliver to the other a certificate of insurance evidencing the required coverage. LMG maintains minimum coverages of: Commercial General Liability ($1M per occurrence / $2M aggregate), Commercial Auto Liability ($1M combined single limit), Umbrella Liability ($10M), Workers' Compensation (statutory), and Media Professional Liability ($1M). Client shall maintain commercially reasonable insurance appropriate to its obligations under this Agreement, with minimum limits of: Commercial General Liability ($1M per occurrence / $2M aggregate) and, where Client operates or takes custody of LMG vehicles or equipment, Commercial Auto Liability ($1M combined single limit) and Workers' Compensation (statutory). Client's commercial general liability insurance shall (i) cover Client's indemnification obligations under this Agreement as an "insured contract," with no endorsement removing or limiting that coverage, and (ii) name LMG as an additional insured, to the fullest extent permitted by law, for claims arising from Client's events, guests, invitees, attendees, contractors, or materials, including claims alleging LMG's negligence. Where a

Statement of Work states umbrella or excess liability limits, Client shall maintain them. If Client fails to maintain any insurance this Agreement requires, Client is liable to LMG for every amount that insurance would have paid.

f. **Client Property Insurance:** Where Client places Client Property in, on, or about any LMG vehicle, trailer, equipment, asset, or activation site, Client shall, at its sole cost and expense, procure and maintain Inland Marine, Fine Arts, or Valuable Articles insurance covering the full replacement value of all such Client Property on an "all risks" basis, including coverage for theft, mysterious disappearance, transit, fire, water damage, vandalism, and damage during loading, unloading, and display. Such policy shall (i) name Lime Media Group, LLC, its members, managers, officers, directors, employees, agents, and contractors as additional insureds; (ii) be primary and non-contributory; (iii) **CONTAIN A FULL WAIVER OF SUBROGATION IN FAVOR OF LMG AND THE LMG PARTIES** (which Client hereby procures and grants on behalf of itself and its insurers); and (iv) otherwise comply with the Insurance Standards set forth in this Agreement. Client shall deliver a Certificate of Insurance evidencing such coverage no fewer than five (5) business days prior to the applicable activation. Failure to provide the required Certificate of Insurance shall entitle LMG, in its sole discretion, to refuse the placement of Client Property at LMG vehicles or activation sites without liability and without any refund, credit, or compensation to Client.

g. **Client Handling Periods:** A "Client Handling Period" means any period during which Client or its employees, contractors, or agents handle, move, load, unload, position, or operate any LMG vehicle, trailer, pod, equipment, or other asset (each, an "LMG Asset"), including by forklift or other machinery, regardless of whether the applicable assets or Program Services are Lime-activated or Client-activated. During each Client Handling Period, the Client Activated-Specific Terms and Conditions of this Agreement shall apply, and Client bears all risk of loss of or damage to each LMG Asset beyond normal wear and tear, with LMG's determination of what constitutes normal wear and tear and of the nature and extent of any loss or damage being final. Where any Client Handling Period will occur, Client shall, at its sole cost: (i) maintain insurance covering loss of or damage to LMG Assets in Client's care, custody, or control at full replacement value, naming LMG as additional insured and loss payee and otherwise complying with the Insurance Standards set forth in this Agreement; (ii) deliver a Certificate of Insurance evidencing such coverage before the first Client Handling Period; (iii) ensure that any forklift or other machinery used to handle any LMG Asset is operated only by trained and certified operators; and (iv) report any accident involving, or damage to, any LMG Asset to LMG within twenty-four (24) hours.

35. Post-Activation Asset & Item Return Policy: Client shall confirm the post-activation plan for all assets and items with 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.

36. 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

37. The terms and conditions in this section are applicable if Client engages LMG for Program Services that include activation.

38. Any location selected at Client's direction or with Client's written approval for which 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.

39. 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.

40. 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.

41. 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 the Program Services or to 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.

42. 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.

43. 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.

44. 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.

45. 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 41(a).

46. 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

47. 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. LMG, 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.

48. 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.

49. Disabling any tracking or diagnostic modules or equipment from vehicles will result in a fee of

$250/day.

50. 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.

51. 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.

52. 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.

53. 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.

54. All drivers of the vehicle must communicate with LMG staff in a timely manner.

55. 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.
    a. **LMG Inspection and Audit Rights:** LMG shall have the right, upon reasonable prior notice and during normal business hours, to inspect any LMG-owned vehicle, trailer, or equipment in Client's custody, and to request documentation reasonably evidencing Client's compliance with the Client Activated-Specific Terms and Conditions in this Agreement, including driver qualifications, DOT logs, maintenance records, and damage reports. Client shall reasonably cooperate with such inspections. Nothing in this provision shall obligate LMG to conduct inspections, and LMG's failure to inspect shall not constitute a waiver of any breach by Client.

56. 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.

Asset Purchase-Specific Terms and Conditions

57. These Terms and Conditions of the Asset Purchase Agreement (the "Agreement") are effective as of the date the Client agrees to purchase an asset (the "Product") from LMG ("Effective Date"). By making the purchase, the Buyer ("Client") and, Seller, LMG (collectively, the "Parties") agree to be bound by the terms and conditions set forth herein.

58. 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")

59. 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 conditions within its control, the Client's Deposit will be credited toward the Purchase Price at Closing.

60. 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 (other than Section 64(ii) and any like warranty in the Bill of Sale, for which Section 66 provides the sole remedy) and the Bill of Sale being true at Closing.

61. 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.

62. 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.

63. 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.

64. 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) as of Closing, the Product conforms to the Specifications (as defined in Section 66); 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.

65. 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.

66. 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 in the applicable estimate and its exhibits (the "Specifications"). If the Product does not meet the Specifications, 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, LMG will, at its discretion and within thirty (30) days after the Client's further written notice, further modify the Product so that it conforms or refund a proportionate part of the Purchase Price representing the nonconformity, which is the Client's sole and exclusive remedy. If the Product conforms 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").
    a. After Delivery: Notwithstanding the first sentence of Section 10 and Sections 11 and 34, after delivery of the Product, Client alone is responsible for its registration, inspection, maintenance, loading, towing, choice of tow vehicle, operation, and compliance with all laws, including U.S. Department of Transportation requirements. Except as stated in Sections 64, 65, and 66, LMG makes no promise that the Product is roadworthy, has any structural or weight capacity, or complies with any law, and any engineering stamp or certification LMG provides is limited to the Product as delivered and is not a warranty. Any change to the Product made by anyone other than LMG or its contractors ends LMG's warranties and obligations under Sections 64(a), 64(b), and 66 for any claim that arises from or is affected by that change. Any repair, service, or other work LMG later performs on the Product covers only the work listed in the applicable estimate or change order and is not an inspection or certification of the Product as a whole. EXCEPT FOR LMG'S REPAIR, MODIFICATION, OR REFUND OBLIGATIONS UNDER SECTIONS 64(b) AND 66 AND ITS OBLIGATIONS UNDER SECTION 65, CLIENT, FOR ITSELF AND ITS INSURERS, RELEASES, AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, LMG, ITS MEMBERS, MANAGERS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING CLAIMS BY ANY THIRD PARTY), DAMAGES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO ANY SUCH CHANGE OR THE OWNERSHIP, LOADING, TOWING, OPERATION, OR USE OF THE PRODUCT OR ANY VEHICLE TOWING IT AFTER DELIVERY, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTUAL OR ALLEGED NEGLIGENCE (WHETHER SOLE, CONCURRENT, OR COMPARATIVE) OR STRICT OR PRODUCTS LIABILITY OF LMG OR ANY PARTY INDEMNIFIED HEREUNDER;

PROVIDED, HOWEVER, THAT THIS RELEASE AND INDEMNITY SHALL NOT EXTEND TO CLAIMS CAUSED BY LMG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CLIENT ACKNOWLEDGES THAT THIS PROVISION IS CONSPICUOUS, EXPRESSLY COVERS LMG'S OWN NEGLIGENCE, AND SATISFIES THE EXPRESS NEGLIGENCE DOCTRINE AND CONSPICUOUSNESS REQUIREMENTS UNDER TEXAS LAW.

67. 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.

68. Entire Agreement – Asset Purchase: With respect to the asset purchase outlined in this Agreement, this section (Sections 57 through 69), together with the applicable estimate, the last sentence of Section 14, and Sections 10 (other than its first sentence), 21, 29, and 34, 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 or in the other terms listed above. This Agreement supersedes any prior agreements or understandings between the Parties concerning this specific asset purchase.

69. 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.