

MASTER SERVICES AGREEMENT

LAST UPDATED: OCTOBER 3RD, 2025

This Master Services Agreement (“Agreement”) governs all services performed, delivered, and/or provided by **Stratosphere Studio LLC**, a Wyoming limited liability corporation, with offices at 30 N Gould St, Ste R, Sheridan, WY 82801 (“Stratosphere Studio”).

BY ACCEPTING THIS AGREEMENT, EXECUTING AN ESTIMATE, PROPOSAL, QUOTE, OR SCOPE OF WORK THAT REFERENCES THIS AGREEMENT, CLIENT AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CLIENT” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ENGAGE IN SERVICES.

Stratosphere Studio and Client are each a “Party” and collectively are “Parties” to this Agreement.

1. STATEMENTS OF WORK & CHANGE ORDERS.

1.1. Statement of Work & Proposals. Upon acceptance of a Proposal or Quote, Stratosphere Studio and Client shall consider the accepted Proposal or Quote as an agreement identified as a “Statement of Work” (abbreviated “SOW”), which shall identify the scope of the services to be provided by Stratosphere Studio (the “Services”), any deliverables related to such Services, if applicable (the “Deliverables”), the estimated schedule of performance, and the estimated costs associated with such Services and Deliverables. If any term within a SOW conflicts with any provision in this Agreement, then the term within the applicable SOW shall prevail.

1.2 Change Orders. If during performance of work under a SOW, Client requests a material change to the Services or the Deliverables, or if Stratosphere Studio anticipates that the schedule or estimated costs set forth in a SOW are inaccurate, Stratosphere Studio shall submit proposed revisions for Client’s review. If Client and Stratosphere Studio agree on the scope of the revisions, Stratosphere Studio will send Client a “Change Order” document to confirm the changes. Change Orders will become effective as of the date that they are signed by both Stratosphere Studio and Client.

1.3 Affiliate Contracting. Client’s Affiliates may, upon executing a SOW and agreeing to be bound by the provisions of this Agreement, purchase Services from Stratosphere Studio. Upon execution of a SOW by Stratosphere Studio and the Affiliate(s), the Affiliate(s) will be bound by the provisions of this Agreement as if they were an original party hereto. Notwithstanding the foregoing, Client shall remain responsible and liable for the actions and omissions of its Affiliates and its Affiliates obligations pursuant to this Agreement. For purposes of this Agreement, “Affiliate(s)” shall mean an entity controlling, controlled by or under common control with a Party to this Agreement at any time during the Term of this Agreement, for so long as such ownership and control exists.

2. PRICING.

2.1 Invoicing & Payment. Client is required to create and maintain a customer account with Stratosphere Studio’s payment processor, Helcim, and must maintain a valid payment method (credit card or ACH-enabled bank account)

on file at all times. All invoices will be automatically charged to Client's payment method on file at the time of issuance. Client is responsible for keeping payment information current and accurate. Payments must be made in U.S. Dollars. No other forms of payment (including checks, wire transfers, or alternative platforms) will be accepted. Stratosphere Studio reserves the right to suspend services for any failed or declined transactions until payment is successfully processed.

2.2 Reimbursable Expenses. Client is responsible for any service charges related to the Services performed by Stratosphere Studio under a SOW (whether incurred in Client's account, or a Stratosphere Studio-owned account). Additionally, if travel or other expenses are required in connection with the Services provided under a SOW, Stratosphere Studio will bill Client for those expenses with a 3% markup to cover payment processing costs, provided that the expenses have been pre-approved by Client (via the SOW, or via email).

2.3 Disputed Charges. Client shall remit full payment for all invoices without offset. If there is a dispute over a charge within a particular invoice, within fifteen (15) days of receipt of such invoice, Client shall notify Stratosphere Studio in writing (at invoicing@stratospherestudio.com) of the reason why payment of said invoice (in whole or in part) is in dispute. If an invoice is not disputed within the 15-day period, such invoice shall be deemed accepted by Client. In the event only part of the invoice is in dispute, Client shall pay the remainder of the contested invoice in accordance with the payment terms cited herein. Upon resolution of any disputed invoice, Client shall pay the amount agreed to by the Parties within ten (10) days after resolution of such dispute.

2.4 Late Payment. In the event that Client does not make a payment when due, Stratosphere Studio reserves the right to charge Client interest at a rate of the lesser of one percent (1%) per month, or the maximum rate permitted by law, plus all expenses incurred due to the collection of such payments until fully paid. Further, Stratosphere Studio may suspend Services for non-payment of undisputed amounts, provided however that prior to suspension, Stratosphere Studio will issue a Notice to Suspend Services for Non-Payment ("Suspension Notice") and reference the applicable invoice(s). If Client does not pay Stratosphere Studio within five (5) days from receipt of the Suspension Notice, Stratosphere Studio may in its discretion suspend the Services and/or terminate the applicable SOW. Client must reimburse Stratosphere Studio for any fees and costs associated with collection of any past due balances.

2.5 Taxes. Charges, fees and other amounts payable under this Agreement and all SOWs exclude applicable taxes (including VAT) and such amounts shall be paid free and clear of any deduction or withholding (except as required by law), provided that if any deduction or withholding is required by law to be made from any payment due from Client under this Agreement, the amount of such payment shall be increased to an amount which will, after such deduction or withholding has been made, leave Stratosphere Studio with the same amount as it would be entitled to receive under this Agreement or SOW, as applicable, in the absence of any such deduction or withholding. For the avoidance of doubt, Client shall be responsible for the payment of all taxes associated with provision and use of the Services

2.6 Recurring Services. Recurring and monthly services will be invoiced prior to the start of the service term. Payment is due upon receipt of the invoice, and service will commence only after payment is confirmed. Failure to remit payment before the service period begins may result in a delay or interruption of services.

2.7 Hourly and Project Based Services. Project-based services will be invoiced along with Client's next monthly billing cycle for the work completed during the previous cycle. Clients that do not have recurring services, they will be invoiced at the beginning of the following calendar month for the work completed during that cycle, unless otherwise specified in the corresponding Statement of Work. For project-based services, invoices shall be submitted concurrently with the Client's subsequent monthly billing cycle, encompassing work performed in the preceding cycle. Clients without recurring services shall be invoiced at the conclusion of each calendar month for services rendered during that month, unless otherwise stipulated in the pertinent Statement of Work.

2.8 Chargebacks and Fee Recovery. Client acknowledges and agrees that all payments made to Stratosphere Studio are non-refundable once services have been initiated, regardless of usage or outcome, and that initiating an unauthorized chargeback or reversal through a credit card provider, bank, or payment processor for any properly invoiced and contractually agreed-upon fees is a material breach of this Agreement. In the event of any such unauthorized chargeback or reversal, Stratosphere Studio reserves the right to immediately suspend all ongoing or future services; recover any disputed amount, plus any related fees, costs, or penalties imposed by the payment processor or financial institutions; and pursue legal action, including but not limited to the recovery of attorney fees, court costs, and any applicable interest. Client agrees to resolve any billing disputes directly with Stratosphere Studio and waives any right to file a chargeback except in cases of proven fraud or billing error.

2.9 Media Spend Retainers. Clients may choose to have Stratosphere Studio pay for media and ad spend on their behalf through monthly media spend retainers. Media spend retainers are paid up front along with any associated monthly service fees. Stratosphere Studio will track all media spend and provide actual spend amounts on a monthly basis. Any spend not used, will roll over to the next month. If there is a month where media spend rollover exceeds \$250, Client reserves the right to request a refund on that excess in lieu of rolling it over to the next month. Media spend retainers are subject to an additional 3% processing fee. In the event Client elects Stratosphere Studio to remit payment for media and advertising expenditures on its behalf, Client shall pay Stratosphere Studio a monthly media spend retainer, due upfront along with any associated monthly service fees. Stratosphere Studio shall diligently track all media expenditures and provide Client with detailed actual spend amounts on a monthly basis. Any unused media spend shall automatically roll over to the subsequent month. Should the cumulative media spend rollover in any given month exceed Two Hundred Fifty Dollars (\$250.00), Client shall have the right to request a refund for such excess spend. All media spend retainers are subject to an additional three percent (3%) processing fee.

3. RESOURCES.

3.1 Background Screening. Stratosphere Studio represents that it exercises commercially reasonable hiring practices for employees and contractors who may provide Services under this Agreement. This may include reference checks or other reasonable screening methods. Client shall not conduct background checks on Stratosphere Studio's personnel without prior written consent.

3.2 Replacement Resources. In the event that Client would like to request the replacement of a Stratosphere Studio resource that has been assigned to perform Services under a SOW, Client shall notify Stratosphere Studio in writing. Promptly after receipt of such notice, Stratosphere Studio shall review the request and determine if a replacement resource is warranted, or if an alternative solution can be put in place. If a replacement resource is warranted, Stratosphere Studio will assign a replacement resource to the engagement as soon as possible.

3.3 Compensation. Stratosphere Studio is responsible for all Stratosphere Studio personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

4. ACCEPTANCE OF SERVICES & DELIVERABLES.

4.1 Acceptance of Deliverables. The Services and Deliverables are subject to Client's approval or rejection in accordance with the acceptance criteria and/or timeframe set forth in the SOW, or upon criteria or timeframes that are separately agreed to by Stratosphere Studio and Client.

4.2 Performance Metrics and Reporting. Stratosphere Studio will provide Client with regular performance metrics and reports as specified in the SOW. These reports will include KPIs relevant to the Services provided, such as website traffic, conversion rates, click-through rates, and other agreed-upon metrics. Client may request reasonable modifications to reporting frequency and metrics.

4.3 Client Approvals. Stratosphere Studio will seek Client's approval for any significant changes to ongoing campaigns, budget adjustments, or strategic shifts. Client's approval must be provided within five (5) business days of receiving the request for approval. Any delay in approval may affect campaign timelines and performance.

5. TERM & TERMINATION.

5.1 Term. This Agreement shall be effective as of the Effective Date and shall terminate when properly terminated in accordance with Section 5.2 (the "Term").

5.2 Termination of Agreement. This Agreement may be terminated by either Party for convenience upon thirty (30) days' prior written notice. Any SOW in effect at the time of such termination shall remain governed by this Agreement until the SOW has expired or has been terminated in accordance with its terms. No new SOWs shall be entered into after a Party has given notice of termination of this Agreement.

5.3 Termination by Client. Client may terminate an SOW prior to its expiration only by: (i) providing thirty (30) days' prior written notice, and (ii) paying Stratosphere Studio the balance of all fees that would have been due for the remainder of the SOW term (the "Buyout Amount"). Upon receipt of the Buyout Amount, Client shall have no further obligations under the terminated SOW.

5.4 End of Term Conversion. Unless otherwise agreed in writing, upon expiration of the initial term of an SOW, the engagement shall automatically convert to a month-to-month basis under the same scope of services. Either Party may terminate such month-to-month engagement with thirty (30) days' prior written notice.

5.5 Month-to-Month Pricing. For Clients who are not under an active contract term and are engaged on a month-to-month basis, Stratosphere Studio may adjust pricing at any time, effective immediately upon written notice to Client.

6. REPRESENTATION & WARRANTIES.

6.1 Stratosphere Studio Representations and Warranties. Stratosphere Studio represents and warrants that in connection with its performance under this Agreement: (A) all Services shall be performed in a professional and workmanlike manner; (B) Stratosphere Studio has sufficient staff and other resources available to it to provide the Services required by this Agreement; (C) Stratosphere Studio will perform the Services in compliance with all applicable federal, state and local laws, regulations and ordinances, be duly licensed and is otherwise authorized to provide the Services, (D) perform and satisfy all obligations that Stratosphere Studio owes to the employees and subcontractors, and remit all required payroll withholding payments to appropriate taxing authorities with respect to its employees; and (E) Stratosphere Studio has full authority to enter into this Agreement and to carry out its obligations under this Agreement. STRATOSPHERE STUDIO MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER FOR ANY THIRD-PARTY HARDWARE, SOFTWARE OR SERVICES LICENSED OR PURCHASED BY CLIENT THROUGH STRATOSPHERE STUDIO OR OTHERWISE. STRATOSPHERE STUDIO IS NOT RESPONSIBLE FOR ANY CLAIMS RELATED THERETO AND ANY CLAIMS RELATED TO THIRD-PARTY HARDWARE, SOFTWARE OR SERVICES ARE EXCLUSIVELY BETWEEN CLIENT, AND THE THIRD-PARTY HARDWARE, SOFTWARE OR SERVICE PROVIDER. STRATOSPHERE STUDIO ALSO DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES RELATING TO THE SUITABILITY OR COMPATIBILITY OF CLIENT'S EXISTING COMPUTER HARDWARE OR SOFTWARE SYSTEMS TO ACCOMPLISH THE

PERFORMANCE OBJECTIVES DESIRED BY CLIENT IN ANY WORK PRODUCT. STRATOSPHERE STUDIO DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF CLAIMS TO OR INTERESTS IN ANY WORK PRODUCT, ABSENCE OF LIENS OR ENCUMBRANCES, FREEDOM FROM RIGHTFUL CLAIMS OF THIRD PERSONS BY WAY OF INFRINGEMENT OR THE LIKE.

6.2 Client Representations and Warranties. Client represents and warrants that: (A) it owns or has license rights to the software, systems, data, information, including any Personal Data, that Stratosphere Studio will have access to in connection with the Services (the "Required Materials"), and has the right to allow Stratosphere Studio to use the Required Materials in connection with Stratosphere Studio's performance of the Services; (B) Client shall use reasonable security measures in connection with its use of the Services and Deliverables; (C) Client has full authority to enter into this Agreement and to carry out its obligations under this Agreement; and (D) Client will perform its obligations in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

6.3 Client Responsibilities. Client agrees to provide Stratosphere Studio with all necessary information, feedback, and approvals in a timely manner to facilitate the successful performance of the Services. Delays in providing such information or approvals may impact the delivery schedule and performance metrics.

7. DATA SECURITY & CONFIDENTIALITY.

7.1 Protected Data. Client agrees that unless otherwise expressly set forth in a SOW, Client shall not give Stratosphere Studio access to any personal information such as payment information, medical records, government identifiers, names/addresses, sexual orientation, or other information considered personal, protected, or sensitive under applicable law (collectively "Personal Data").

7.2 Personal Data. To the extent Stratosphere Studio receives any Personal Data under this Agreement (e.g., business contact information), Stratosphere Studio agrees to collect such information in accordance with its privacy policy. The parties agree to comply with all applicable laws, rules, and regulations in relation to their obligations regarding such Personal Data.

7.3 Confidential Information. Prior to the Effective Date of this Agreement, if the Parties have entered into a separate mutual non-disclosure agreement ("NDA"), then the terms within this Section 7.3 shall supersede the terms within such NDA. Each Party acknowledges that during the Term of this Agreement, it may become exposed to or gain access to confidential information of the other Party which is expressly labeled as "confidential" or which could reasonably be inferred to be confidential in nature (collectively "Confidential Information"). All marketing strategies, campaign results, and proprietary techniques shared by Stratosphere Studio are considered Confidential Information. Stratosphere Studio IP shall be considered Stratosphere Studio's Confidential Information and Client IP shall be considered Client's Confidential Information. Each Party agrees that it has a duty to the other to maintain the secrecy of the other Party's Confidential Information and accordingly agrees not to reveal or disclose any such Confidential Information to a third-party without first obtaining prior written consent from the other Party. Provided however that Stratosphere Studio shall be permitted to disclose Client's Confidential Information to Stratosphere Studio's Affiliates, advisors, subcontractors that have a "need to know" such information in connection with performance of the Services hereunder, and further provided that such Affiliates, advisors and contractors are bound by obligations of confidentiality at least as stringent as those set forth within this Agreement. Each party shall implement and maintain appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, security, integrity, availability, and privacy of Confidential Information. Confidential Information shall not include any of the following, for which neither Party shall bear responsibility for disclosure, inadvertent or otherwise: (A) information that at the time of disclosure is generally available to the public; (B) information that after disclosure becomes generally available to the public by publication, or otherwise, through no breach of this Agreement; (C) information that was in the possession of the Party receiving such information (the "Receiving Party") prior

to disclosure; (D) information that the Receiving Party receives from a source other than the Party that disclosed such information (the "Disclosing Party"); or (E) is disclosed as required by law, or in response to a valid demand/order of the court, provided that the Receiving Party notifies the Disclosing Party promptly in writing of such demand/order prior to making any disclosure, so that Disclosing Party is able to obtain a protective order for such Confidential Information. The Parties agree that an impending or actual breach of this section would cause the non-breaching Party irreparable injury for which it would have no adequate remedy at law, and that the non-breaching Party will be entitled to seek immediate injunctive relief prohibiting or enjoining such violation, in addition to any other rights and remedies available to the non-breaching Party.

8. INTELLECTUAL PROPERTY RIGHTS. Client and Stratosphere Studio desire to balance Stratosphere Studio's ability to reuse and incorporate Stratosphere Studio's intellectual property into the Deliverables with Client's desire to freely utilize such Deliverables. As such, all copyright, trademark, and other intellectual property rights (collectively "IP Rights") will be allocated as set forth below.

8.1 Stratosphere Studio IP. "Stratosphere Studio IP" shall be defined as hardware designs, software architecture, source code, documentation, concepts, methods, delivery frameworks, ideas, interfaces, artwork, trademarks and other intellectual property that: (A) was created by Stratosphere Studio prior to the Effective Date of this Agreement; or (B) is created by Stratosphere Studio at any time which provides common functionality, does not utilize any of Client's Confidential Information, and does not relate to Client's core business (e.g. generic source code framework). Stratosphere Studio owns all IP Rights associated with the Stratosphere Studio IP however grants to Client a royalty-free, worldwide, non-exclusive, perpetual license to use or modify any Stratosphere Studio IP that Stratosphere Studio incorporates into any Deliverables.

8.2 Client IP. "Client IP" shall be defined as all of Client's pre-existing intellectual property, or intellectual property created by Stratosphere Studio as part of the Services and/or Deliverables that is not Stratosphere Studio IP. All intellectual property created by Stratosphere Studio (which shall not include Stratosphere Studio IP) shall be considered "work for hire" to the extent permitted by the United States Copyright Act, and if for any reason the Client IP is not deemed to be a work made for hire, then in consideration of Client's payment of fees pursuant to this Agreement, Stratosphere Studio agrees to assign and does hereby assign to Client all right, title, and interest in and to such Client IP, and agrees to provide all assistance reasonably requested by Client in the establishment, preservation and enforcement of such right, provided that such assistance to be provided at Client's expense.

8.3 Third Party IP. "Third Party IP" shall be defined as all intellectual property incorporated into a Deliverable by Stratosphere Studio that was not created by Stratosphere Studio or Client, including any public domain assets and images. Stratosphere Studio may utilize and/or incorporate any Third-Party IP into Deliverables, provided that: (A) Stratosphere Studio has obtained a sufficient license to allow reproduction, derivative works and unrestricted sub-licensing, and (B) such Third Party IP does not unreasonably encumber the Deliverables (including, without limitation, any requirement to pay any licensing fees or require disclosure or use of Client's source code or Confidential Information).

Client acknowledges that Deliverables may contain a mixture of Stratosphere Studio IP, Client IP, and Third Party IP, combined into a single Deliverable during the performance of Services.

8.4 Reservation of Rights. This Agreement contains no grants to Client under any other intellectual property rights except as provided in this Section 8.

8.5 Ownership of Digital Content. All content created by Stratosphere Studio as part of the Services (including but not limited to blog posts, social media posts, graphics, videos, and other media) shall be the property of Client upon full

payment of the applicable SOW. Stratosphere Studio hereby agrees to assign and does assign to Client all rights, title, and interest in and to such content.

9. LIMITATION OF LIABILITY. As a material provision of this Agreement, both Parties agree to act in a manner that will serve to mitigate any losses that may be incurred by the other Party through the timely communication of any issue that may arise during the performance of this Agreement. To the fullest extent permitted by law, Client agrees that in no event shall the aggregate liability of Stratosphere Studio hereunder (including attorneys' fees awarded), exceed the amount paid to Stratosphere Studio by Client pursuant to the SOW giving rise to a claim. REGARDLESS OF CAUSE OF ACTION OR THEORY OF LIABILITY, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING LOSS OF PROFIT AND BUSINESS OPPORTUNITIES, LOSS OF GOODWILL) REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF, OR IS AWARE OF, THE POSSIBILITY OF SUCH DAMAGES. As used in this Section, "Stratosphere Studio" shall include Stratosphere Studio, and Stratosphere Studio's Affiliates, employees, owners, officers, agents, subcontractors, and directors.

10. INSURANCE. While Stratosphere Studio is performing Services for Client, Stratosphere Studio shall maintain the types and amounts of insurance identified below and if requested shall name Client as an additional insured (where applicable) and provide evidence to Client of the same. All insurance shall be maintained with insurance companies having an A.M. Best's rating of "A" or better, and Stratosphere Studio shall notify Client, no less than thirty (30) days in advance, of any cancellation or non-renewal of such insurance.

<u>Type of Coverage</u>	<u>Amount</u>
Workers' Compensation	Statutory limits (as required by law)
Commercial General Liability	\$1,000,000 (ea. occurrence) / \$2,000,000 (gen.agg)
Professional Liability/Cyber Liability	\$1,000,000 (per claim) / \$1,000,000 (gen. agg)

11. INDEMNIFICATION.

11.1 Indemnification by Stratosphere Studio. Stratosphere Studio agrees to indemnify and defend Client against third-party claims arising solely from: (A) Stratosphere Studio's gross negligence or willful misconduct in performing the Services; or (B) any claim that Deliverables provided by Stratosphere Studio infringe a third party's U.S. copyright or trademark. Stratosphere Studio shall have no indemnification obligation for claims arising from: (i) Client materials or instructions; (ii) third-party content; or (iii) modifications made by anyone other than Stratosphere Studio.

11.2 Indemnification by Client. Client agrees to indemnify, defend and hold Stratosphere Studio, its Affiliates, employees, owners, officers, agents, subcontractors, and directors harmless from and against all third-party claims and causes of action against Stratosphere Studio due to: (A) a grossly negligent act, error, or omission of Client in performance of its obligations under this Agreement; (B) Client's breach of this Agreement (to the extent not caused by Stratosphere Studio); and (C) Client's breach of section 6.2 or infringement, violation, or misappropriation of any intellectual property rights related to any Client IP, or any item supplied by Client to Stratosphere Studio in connection with the Services.

11.3 Indemnification Procedure. Promptly after receipt by an indemnified Party of a notice of any third party claim or the commencement of any action, such indemnified Party must: (A) notify the indemnifying Party in writing of any such claim; and (B) provide the indemnifying Party with reasonable assistance to settle or defend such claim, at the indemnifying Party's own expense. The indemnifying Party shall not be liable for any settlement of any action, claim, or proceeding effected without its prior written consent.

12. NO-HIRING. During the term of any SOW, and for 12 months thereafter, Client shall not solicit or hire any Stratosphere Studio personnel directly involved in providing the Services, without Stratosphere Studio's written consent. If

Client hires such personnel in violation of this Section, Client agrees to pay Stratosphere Studio a fee equal to fifty percent (50%) of the employee's annual base compensation at the time of departure, representing a reasonable estimate of the costs to recruit, train, and replace such personnel. This obligation does not apply to personnel who respond to a general public job posting without solicitation by Client.

13. RELATIONSHIP OF THE PARTIES. The relationship between the Parties is that of independent contractors and the Parties agree that: (i) Stratosphere Studio personnel are the responsibility of Stratosphere Studio and are solely employees or independent contractors of Stratosphere Studio (or its subcontractor); (ii) Client personnel are the responsibility of Client and are solely employees or independent contractors of Client (or its subcontractor); (iii) no Stratosphere Studio personnel are Client's or its Affiliates' agents or employees for federal, state/provincial, or local tax purposes or any other purposes whatsoever; (iv) no Client personnel are Stratosphere Studio's or its Affiliates' agents or employees for federal, state/provincial, or local tax purposes or any other purposes whatsoever; (v) no Stratosphere Studio personnel are entitled to any compensation from Client or its Affiliates or to any employee benefits of Client or its Affiliates; (vi) no Client personnel are entitled to any compensation from Stratosphere Studio or its Affiliates or to any employee benefits of Stratosphere Studio or its Affiliates; and (vii) each Party will (or, in the case of its subcontractors, will be responsible for causing the applicable subcontractor to) withhold and pay all applicable taxes, benefits and insurance with respect to its personnel. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Payments to be made to Stratosphere Studio shall not be subject to withholding for income tax, social security, or unemployment compensation unless the laws or regulations with respect thereto require such withholdings to be made.

14. PUBLICITY. Stratosphere Studio may use Client's name and logo to identify Client as a customer in marketing materials. Client may also agree, at its discretion, to participate in case studies or serve as a reference. If Client receives discounted pricing in exchange for agreeing to participate in a case study ("Case Study Discount"), then Client shall provide reasonable cooperation for the creation of a case study and reference testimonial. If Client later declines participation, Stratosphere Studio reserves the right to remove the Case Study Discount and invoice Client for the standard, non-discounted rate.

15. GENERAL PROVISIONS.

15.1 Force Majeure. Aside from Client's payment obligations, in the event that a Party is materially unable to perform any of its obligations hereunder due to circumstances beyond its reasonable control (e.g. severe weather, cyber attacks, pandemic, Acts of God, riots, wars, acts of terrorism, governmental action or other event of force majeure beyond such party's control) then such Party shall, upon written notice to the other party thereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use commercially reasonable efforts to resume such performance.

15.2 Validity of Provisions. If any provision of this Agreement is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and/or provisions of this Agreement shall not be affected thereby.

15.3 Notice. Any notice required or permitted to be given under this Agreement shall be delivered either electronically or via mail. If sent via mail, such notice is to be sent to the Party at its address set forth in the opening paragraph hereof (via U.S. Mail or overnight courier), and shall be directed to the attention of Stratosphere Studio Legal Department (if to Stratosphere Studio), and to the address set forth in the SOW (if to Client). Such notice shall be effective immediately upon confirmation of receipt if delivered personally via mail or overnight courier. If delivered electronically,

such notice shall be directed to: Legal@Stratosphere_Studio.com (if to Stratosphere Studio) and to the client contact email (if to Client).

15.4 Waiver. Failure or delay on the part of either Party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of that right or any other right, remedy, power or privilege. A waiver, to be effective, must be in writing and must be signed by the Party making the waiver.

15.5 Dispute Resolution. a) This Agreement and all matters arising out of or relating to this Agreement, including any disputes, claims, or controversies, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

b) The Parties agree that any disputes not resolved through the escalation process described below shall be submitted to binding arbitration administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures. The arbitration shall be conducted in a mutually agreed forum, unless otherwise agreed in writing by the Parties.

c) Prior to arbitration, the Parties shall attempt to resolve any dispute by escalation to executive leadership, with written notice of dispute provided to the other Party's project lead. The responding Party shall submit a written position and designate representatives within fifteen (15) business days.

d) Notwithstanding arbitration, either Party may seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property rights or confidential information.

e) The Parties expressly consent to the jurisdiction and venue of the state and federal courts located in a mutually agreed forum for any legal actions not subject to arbitration, including actions to enforce arbitration awards and collect undisputed fees.

f) Each Party waives any objection to jurisdiction or venue in these courts, including claims of forum non conveniens.

15.6 Assignment. Stratosphere Studio shall not assign any of the rights granted by this Agreement without Client's prior written consent. Notwithstanding the foregoing, Client's consent shall not be required if this Agreement is assigned in connection with a merger, acquisition, change of control, or sale of all or substantially all of the assets of Stratosphere Studio. Stratosphere Studio may use its Affiliates or subcontractors to perform all or any part of the Services, but Stratosphere Studio remains responsible for work performed by its Affiliates and subcontractors to the same extent as if Stratosphere Studio performed the Services itself.

15.7 Compliance with Laws. Both Parties shall comply with the applicable standards, provisions, and stipulations of all applicable Federal, State, local, or international laws, rules, and regulations.

15.8 Entire Agreement / Authority. This Agreement, and any exhibits, schedules, and SOWs, set forth the entire understanding between the parties and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings or agreements regarding the same subject matter. No amendment, modification or waiver of any provision of this Agreement or any SOW or Change Order shall be effective unless in writing and signed by both Parties. Each Party warrants to the other that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the entering into of this Agreement and the performance of its obligations does not violate,

and will not be in conflict with, any provision of its articles of incorporation, bylaws, or other governing documents, or any contract or agreement with a third party.

15.9 Survival. The terms of Sections 6 through 12, and Sections 14 and 15 of this Agreement shall survive its termination.

THIS MASTER SERVICES AGREEMENT IS INTENDED TO BE REFERENCED ELECTRONICALLY. BY EXECUTING ANY QUOTE, PROPOSAL, OR SCOPE OF WORK THAT INCORPORATES THIS AGREEMENT BY REFERENCE, THE CLIENT AGREES TO BE BOUND BY ITS TERMS. THE EFFECTIVE DATE SHALL BE THE DATE OF THE FIRST ACCEPTED STATEMENT OF WORK.