



General Terms and Conditions for Provision of Video Services January 18, 2024

1. **Scope of Agreement:** The Engagement Letter and these Terms & Conditions together constitute the Agreement (the “Agreement”) between the Parties.
2. **Change Orders:** Any changes to the Agreement shall be made in writing and signed by both the customer assigned Project Manager and JPCDM.
3. **Payment:** JPCDM shall provide Customer with invoices for work in accordance with the stated Schedule of Payments section of the Engagement Letter. Invoices shall be due upon receipt and in no event paid later than fifteen (15) days from the invoice date. JPCDM shall have the right to suspend work/service should Customer fail to make timely payment.
4. **Independent Contractor:** It is understood that JPCDM is an independent contractor. Nothing in the Agreement shall constitute an employment relationship between Customer and JPCDM.
5. **License:** Subject to the terms of the Agreement, upon full payment, JPCDM grants to Customer a nonexclusive, perpetual license to access and use the Work Product (as defined in the Agreement) provided by JPCDM solely for Customer’s own internal purposes in accordance with the terms of the Agreement. Customer may not market, distribute, offer for sale and sell, or use the Work Product for the benefit or use of third parties. The Work Product shall be accessed through JPCDM’s hosted environment or hosted directly on Customers own servers. Except with respect to the license granted hereunder, as between JPCDM and Customer, all title, ownership rights, and intellectual property rights in and to the Videos, scripts and other content provided pursuant to the Agreement and the delivery method via metal QR tags (“Work Product”) are, and will at all times remain, the sole and exclusive property of JPCDM. JPCDM and/or its licensors hold all title, ownership rights, and intellectual property rights to any modifications, updates, upgrades, bug fixes, enhancements, releases, versions, copies, improvements, adaptations or incorporations of the Work Product.
6. **Responsibility For Content:** JPCDM is producing custom videos at the direction of the Customer. Customer assumes all liability and responsibility for all the content of the videos and shall hold JPCDM harmless against any claims made regarding the content in the videos or other materials provided by or on behalf of Customer. Customer shall be responsible for obtaining all necessary clearance releases, permissions and/or waivers from any other rights holders, including licensors of copyrights, trademarks, publicity rights, or other intellectual property that may be used, featured, or appear in any of the Work Product, including any clearance releases, permissions and/or waivers for any individuals or Representatives (as defined herein) included in the Work Product. JPCDM shall provide all necessary clearance releases, permissions and/or waivers from any other rights holders, including licensors of copyrights, trademarks, or other intellectual property that JPCDM provides for use in the Work Product.
7. **Indemnity:** Customer shall defend, indemnify and hold JPCDM harmless from and against and does hereby release JPCDM from all claims, suits, liabilities, losses, damages, costs and expenses, including attorney’s fees, in any way arising out of, or resulting from, (i) any breach by Customer of any obligations under the Agreement; or (ii) any claim that the Work Product or any component thereof infringes, misappropriates, or otherwise violates any third-party intellectual property, privacy or other rights (except to the extent that such infringement arises from any materials provided by JPCDM). Upon JPCDM’s written request, Customer shall assume the defense and settlement of any claims for which Customer is obligated to defend, but JPCDM shall have the right to participate in such claims at its own cost and expense. Customer shall not settle, decline to appeal, or otherwise dispose of any such claim without the prior consent of JPCDM.
8. **Warranty and Limitation Of Liability:**
 - a. JPCDM’s maximum liability for any damages arising from or in connection with the Agreement shall not exceed the professional fees paid to JPCDM pursuant to the Agreement. JPCDM MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED BY JPCDM AND EXCLUDED FROM THIS AGREEMENT.
 - b. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL IN ANY EVENT BE LIABLE TO THE OTHER FOR LOST PROFITS OR INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES NO MATTER HOW LOSS OR DAMAGE SHALL HAVE OCCURRED INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE CAUSED BY SUCH PARTY’S NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE.
9. **Confidentiality:** Each Party agrees to hold in confidence the economic and service terms of this Agreement.
10. **Marketing:** Customer grants JPCDM permission to use its name, logo, and description of the Work Product provided in its marketing materials.
11. **Force Majeure:** Notwithstanding any other term or provision of the Agreement to the contrary, a Party hereto shall not be in violation or breach of an obligation hereunder if and to the extent that it fails to perform or satisfy such obligation by reason of a strike, walk out or other labor interruption or disturbance, riot, fire, explosion, war, armed conflict, governmental action, storm, flood, act of God or any similar cause or event which is beyond the control of such party (a “Force Majeure”); provided, however, that such Party shall perform or satisfy such obligation as soon as reasonably practicable after such Force Majeure ends or is diminished to the extent reasonably necessary for such Party to perform or satisfy such obligation and, provided further, that the other Party shall have the right to terminate the Agreement if the Party to perform is unable to perform or satisfy such obligations within 60 days after the occurrence of such Force Majeure event.
12. **Default:** Without limiting Section 11, JPCDM may terminate the Agreement upon written notice to Customer and disable access to the Work Product in the event of Customer’s breach of its payment obligations outlined in the Agreement (“Default”). Customer shall not be entitled to any refund for any prepaid amounts attributable to the periods after termination in the event of Default.
13. **Termination:** Either Party shall have the right to terminate this Agreement in the event of the other Party’s material breach of the Agreement upon giving the breaching Party thirty (30) day’s written notice and right to cure such breach. The Parties agree that if Customer terminates the Agreement prior to the completion of services or if JPCDM terminates the Agreement for cause, Customer shall pay JPCDM all fees and costs incurred through the date of termination.
14. **Effect of Termination:** Upon any termination of the Agreement, all licenses will terminate and Customer will make no further use of the Work Product.
15. **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered only when actually received by JPCDM or Customer, as the case may be, at the addresses set forth below, or at such other addresses as they have specified by written notice:

JPCDM: JPC Digital Media, 14937 Grisson Ave., Aledo, TX 76008, Attention: Joshua Coxon Tel: (281) 928-3936 jpcoxon@pdunes.com

Customer: To the address set forth in the Engagement Letter.



16. **Governing Law:** This Agreement and the rights and obligations of the parties hereto shall be governed, construed and enforced in accordance with the laws of the State of Texas. Each Party agrees that the Agreement shall exclusively be enforced by any federal or state court of competent jurisdiction in the State of Texas.
17. **Counterparts:** The Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
18. **Waiver:** The waiver by either Party of a breach of a provision of the Agreement shall not operate as an acquiescence to further breaches of that provision or as a waiver of any breach of any other provisions.
19. **Severability:** The finding by any court that a provision of the Agreement is invalid shall not operate or be construed to invalidate the balance of the provisions contained in the Agreement, which provisions shall continue to remain in full force and effect.
20. **Headings:** The headings that are used in the Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of the Agreement.