

MASTER SERVICES AGREEMENT

This Master Services Agreement (or “MSA”) along with the Statement of Work Acceptance you executed with Rittenhouse Communications Group and/or RCG Telecommunications Services, LLC, constitutes the Agreement (“Agreement”) between RCG Telecommunications Services, LLC, a Pennsylvania limited liability company, having a principal office at 1420 Walnut St., Suite 1402, Philadelphia, PA 19102 (“**Company**”) and the purchaser of the products and services and integration (“You” or “**Client**”). This Agreement is effective the later of (i) the date it is signed by Company or (ii) the first part is procured on Your behalf. By signing this agreement, you represent that you are of legal age to enter into this agreement and that you have read and understand fully its terms and conditions.

1. **Services.** Company shall provide various technology and telecommunications services and equipment (“**Services**”) to the Client as described on one or more Statements of Work signed by Company and Client that reference this Agreement (“**SOW**” or “**Statement of Work**”). Company shall perform Services in a prompt manner and have the final or service (“**Deliverable**”) ready for Client no later than the due date specified in the applicable SOW (“**Completion Date**”). This due date is subject to change in accordance with the Change Order process defined in the applicable SOW. Client shall assist Company by promptly providing all information requests known or available and relevant to the Services in a timely manner.

2. **Contract Price.** For performance of the Services and rendering the Deliverable, Client shall pay to Company all fees due under the applicable SOW.

3. **Deposit.** An initial payment (the “**Deposit**”) is due to Company at signing as per the Statement of Work Acceptance. The Deposit shall be non-refundable in the event that Client cancels the project prior to its completion.

4. **Dates of Performance.** Company will begin performing services upon receipt of signed Agreement and Deposit. Unless terminated as provided in this Agreement, Company will complete Services by the Completion Date. Deliverable shall be furnished to Client as further defined in the applicable SOW.

5. **Change in Services.** If Client desires changes to the SOW, Client shall submit to Company a written request in accordance with the change order process defined in the applicable SOW. The parties may execute additional Statements of Work describing Services, which will become part of this Agreement upon execution by Company and the Client. If additional SOWs are executed, then Client shall pay Company for all services performed prior to the additional SOW before Company begins work on the new SOW.

6. **Termination.** Company shall have the right to modify, reject, or terminate any SOW and any related work in process with five (5) days written notice to Client. In the event Company terminates the SOW prior to completion of Services, the Client shall pay Company the fees due under the SOW with respect to Services completed as of the date of termination. Payment for completed work will be deducted from the deposit. Company will retain the non-refundable ____% of the

Deposit and return any unearned portion exceeding _____% of the Deposit. Any amount due for services performed by Company above the deposit will be billed to Client and Client shall promptly pay. Upon settlement of funds due to Company, all Client provided materials will be returned to Client and all Client use rights in the work in process as described in Section 9 will be transferred to Client.

7. Payment of Services. In exchange for Company's Services under this Agreement, the Client shall pay Company the contract price and deposit set forth above. Company will submit a final invoice to Client for all services rendered by the Services Completion Date and Client shall promptly pay. Client is restricted from using any form of the Deliverable until final payment is received. Client shall pay travel and other expenses incurred by Company in performing the Services. In the event of a good faith dispute with regard to an item appearing on an invoice, Company shall have the right to withhold the Deliverable while the parties attempt to resolve the disputes.

8. Representations and Warranties.

8.1 Company's Representation: Company represents that any materials used in the Deliverable will not knowingly (a) infringe on the intellectual property rights of any third party or any rights of publicity or privacy or (b) violate any law, statute, ordinance or regulation.

8.2 Client's Representation: Client represents that any materials provided to Company by Client for incorporation into the Deliverable will not (a) infringe on the intellectual property rights of any third party or any rights of publicity or privacy or (b) violate any law, statute, ordinance or regulation.

8.3 Warranty Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT AND ANY SOW, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Ownership of Deliverables. "Intellectual Property Rights" means any and all (a) rights associated with works of authorship, including but not limited to copyrights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents and (e) all other intellectual property rights in any jurisdiction throughout the world. To the fullest extent permitted by law, Company retains ownership in all Intellectual Property rights of the Deliverable. Further, Company retains all ownership and Intellectual Property Rights to the raw video footage, music, images, and other components comprising the Deliverable for its future use. Upon full payment of the deliverable, Company grants Client a perpetual, non-exclusive and non-transferable license to use, copy, reproduce, display, or distribute the Deliverable. Client shall retain sole ownership of all Intellectual Property Rights in connection with any original material it provides to Company for use within the Deliverable. If termination occurs under Section 6, Company shall retain ownership in all Intellectual Property Rights and to the raw video footage, music, images, and other components comprising the work in process up to the date of termination. After a termination under Section 6 and upon full payment for the work in process, Company will grant Client a

perpetual, non-exclusive and non-transferable license to use, copy, reproduce, display, or distribute the work in process. In no event will Company be liable for any claims related to or arising from Client's improper use of the Deliverable, work in process, or the music, images, and other components that comprise the Deliverable or work in process.

10. Indemnification. Client will defend, indemnify and hold Company harmless from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) arising from or relating to any claims regarding elements or materials provided by Client and incorporated into the Deliverable. Additionally, Client will defend, indemnify and hold Company harmless from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) arising from or relating to any claims regarding Client's unauthorized use of any music, images, or other materials comprising the Deliverable.

11. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID TO COMPANY HEREUNDER.

12. Compliance with Laws. Each party shall perform all of its obligations under this Agreement in compliance at all times with all foreign, federal, state and local statutes, orders and regulations, including those relating to privacy and data protection.

13. General. Neither party may assign this Agreement without the prior written consent of the other party, such consent not to be unreasonable withheld, and any attempt to do so will be void. Any notice or consent under this Agreement will be in writing to the address specified below. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any waivers or amendments shall be effective only if made in writing signed by a representative of the respective parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Both parties agree that the Agreement is signed by a duly, authorized company representative authorized to bind the company to its terms and services and no consent from any third party is required.

14. Choice of Law. This Agreement will be deemed to have been made in, and shall be construed pursuant to the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws provisions thereof. Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a federal or state court in Philadelphia, Pennsylvania and each party irrevocably submits to the jurisdiction and venue of such courts.

15. **Remedies.** Company reserves all remedies available at law or equity for any disputes that arise under this Agreement. In the event of a suit or proceeding under this Agreement, Client agrees to pay all attorneys' fees if the federal or state court renders judgment substantially in Company's favor.

SOW NO. ____ ; **Effective Date:** _____

The purpose of this SOW is to describe the Services that Company will provide to _____ (the "**Client**") under the terms and conditions of the Services Agreement entered into between the parties on _____ (the "**Agreement**"). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the Services described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to, and is incorporated by this reference into the Agreement as if fully set

forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Company hereunder.

1. **Services Period.** Unless otherwise terminated earlier in accordance with the terms of the Agreement, the Services will end upon the completion of the Services by Company, which in no event shall be later than _____, and payment by client.

2. **Services.** The Services outlined in this SOW reflect the initial understanding of Client's desired Deliverable and Company reserves the right to alter the manner in which Services are provided if Company determines different services are necessary to complete the Deliverable. Company shall provide the following Services to the Client: _____

3. **Deliverables.** Company shall deliver the following Deliverable(s): _____

4. **Fees and Terms.**

Time & Materials ("T&M"):

Start Date:

End Date:

\$ [Per hour??]

-OR-

Fixed Price:

Start Date:

End Date:

The fee for Services described in this Schedule shall be: \$ _____ following completion of the Services.

If the Client desires to initiate changes to the SOW, it shall submit to Company a written request to do so. The request will set forth the nature of the Company's proposed changes to the SOW. Contractor shall complete and return to the Company a written document ("**Change Order**") setting forth (i) a written description of the changes to the SOW, (ii) any changes to the schedule, (iii) any changes or additions to the Deliverables and (iv) any changes or additions to the fees. A Change Order will be binding only if signed by both parties. Any and all Change Orders will be governed by the terms and conditions set forth in this Agreement, and are hereby incorporated by this reference. Any additional Deliverables described in the Change Order will be subject to the Payment provisions as described in Section 7 of the Agreement.

5. Special Instructions. _____

6. Travel. If the Deliverable will be completed according to a fixed price SOW and travel is required, then Client must sign the Agreement and SOW and pay required Deposit at least 30 days prior to proposed travel. If the Agreement and SOW are not signed and Deposit is not received at least 30 days prior to proposed travel, Company reserves the right to amend the SOW estimate solely with regard to travel and lodging expenses so that the SOW estimate reflects actual costs incurred by Company.

[Signature Page Follows]

Accepted and agreed to as of the SOW Effective Date by the authorized representative of each party.

RCG Telecommunications Services, LLC _____

By:

By:

Name:

Name:

Title:

Title: