

# Reptide Media Terms and Conditions for Expert VA Support Options

August 30, 2024

Terms and Conditions Reptide Terms and Conditions for Expert VA Support Options: These General Terms and Conditions (these “Terms”) are incorporated into and made a part of each Order Confirmation entered into between Iverson Media and Communications LLC d/b/a/ iMediaSalesTeam and iMediaAudiences® and Reptide Media (“ReptideMedia.com”) and the Account identified in such Order Confirmation (“Account”). The Order Confirmation, together with these Terms, are collectively referred to herein as the “Agreement.”

1. Services; Reptide Media Support Services Reptide Media will provide the services to the Account as described in the Order Confirmation (the “Services”) in accordance with these Terms. Reptide Media and its employees and independent contractors, including its support staff (each, a Reptide Media “Expert VA Support Options Staff” or “Expert VA”) will provide the Services based on the number of Reptide Media Support Services ordered by the Account. A “Reptide Media Support Service” can be found here <https://reptidemedia.com/options/> is defined on (a) support for the individual Account stakeholder (each a Reptide Media “Executive Client”) they are assigned to support; (b) free episodic overflow work (when available) from the Support Staff; (c) back-up Support Staff; (d) support for other teammate’s direct supervisors acting in support of Executive Client’s work; and/or (e) other ongoing managerial and training support. Account’s initial commitment of Reptide Media Support Services is set forth in the Order Confirmation. Account may add or subtract committed Reptide Media Support Services at any time during the Service Period via verbal or email notification. Each new Reptide Media Support Service added is subject to these same Terms. When verbal notification is made, Reptide Media will document and confirm back to Account through a return email.

## 2. Service Period

Unless otherwise stated in the Order Confirmation, the term of this Agreement (the “Service Period”) commences, and Reptide Media will begin providing Services, on the date of the scheduled onboarding call between Reptide Media and Account (the “Onboarding Call”). The Onboarding Call will be scheduled for a date within two (2) weeks after the signing of the Order Confirmation unless a later date is agreed to between Reptide Media and Account. If Account fails to schedule the onboarding call or the primary “Executive Client” assigned to the Reptide Media Support Service fails to attend the Onboarding Call on the scheduled date, Reptide Media reserves the right to nonetheless commence the Service Period and begin charging Account unless otherwise agreed upon between Reptide Media and Account. The Service Period will continue for the period set forth in the Order Confirmation, including any renewal periods thereof, unless earlier terminated in accordance with any termination rights set forth in the Order Confirmation or Section 13 of these Terms.

### 3. Fees, Expenses, and Payment Terms

3.1. Fees for the Services, including any one-time fees and recurring fees, will be as set forth in the Order Confirmation (the "Fees"). One-time Fees will be charged at the times set forth in the Order Confirmation. Unless otherwise set forth in the Order Confirmation, recurring Fees will be charged on a monthly basis. Reptide Media will invoice Account at the beginning of each month for recurring Fees based on the number of committed Reptide Media Support Services and any other Services to be rendered in that same month. Reptide Media will initiate payment of the invoice via the payment method (ACH, wire, credit card, etc.) authorized in the Order Confirmation, or via another payment method later authorized by Account, verbally or in writing, and agreed to by Reptide Media. Account authorizes Reptide Media to automatically charge Account for Fees via the authorized payment method without any further action or approval from Account.

3.2. Fees for the first month of the Service Period will be prorated based on the number of days in such month after and including the date of the Onboarding Call. Reptide Media may charge Account an initial charge of between \$1.00 and \$3.00 to ensure that Account's authorized payment method is valid and working before initiating charges for Fees.

3.3. If Account requests additional Reptide Media Support Services to begin in the middle of a month, Reptide Media will charge Account for the additional Reptide Media Support Services on a prorated basis based on the number of days in such month after and including the day the additional Reptide Media Support Services are requested. The invoice for the following month will include the prorated Fees for the added Reptide Media Support Services. If Account requests to reduce Reptide Media Support Services in the middle of a month, the reduction will become effective at the start of the next month, and Reptide Media will not credit Account for any Fees incurred during the month of such request.

3.4. If payment via the authorized payment method is declined for any charges, Reptide Media will notify Account and Account must provide a new or updated payment method. Reptide Media will offer a ten (10) day grace period for late payments. After the grace period, if a valid payment method has not been provided or if payment has not otherwise been received, Reptide Media may charge a late fee of three-and-a-half percent (3.5%) of the total invoice amount for every ten (10) days that payment is delayed.

3.5. REPTIDE MEDIA MAY INCREASE ITS FEES BY THREE-AND-A-HALF PERCENT (3.5%) ON AN ANNUAL BASIS, AT ANY TIME AFTER THE FIRST ANNIVERSARY, AND ANY SUBSEQUENT ANNIVERSARY, OF THE SIGNING OF THE ORDER CONFIRMATION.

3.6. Account will reimburse Reptide Media for all reasonable expenses incurred in accordance with the performance of the Services, if such expenses have been pre-approved in writing by Account, within 30 days of receipt by Account of an invoice from Reptide Media accompanied by receipts and supporting documentation reasonably acceptable to Account.

### 4. Reptide Media Obligations

Reptide Media will: (a) maintain complete and accurate records relating to the provision of the Services under this Agreement; and (b) comply with all applicable laws and regulations in providing the Services.

5. Account Obligations Account will: (a) cooperate with Reptide Media in all matters relating to the Services and provide such access to Account's personnel and resources as may reasonably be requested by Reptide Media for the purposes of performing the Services; (b) respond promptly to any Reptide Media request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Reptide Media to perform Services in accordance with the requirements of this Agreement; and (c) provide such Account materials or information as Reptide Media may reasonably request to carry out the Services in a timely manner and ensure that such Account materials or information are complete and accurate in all material respects. If Reptide Media's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Account, Reptide Media shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Account, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Executive Client Obligations Executive Clients must avoid abusive behavior and must avoid asking any Support Staff or Reptide Media employee to engage in illegal or unethical business behavior such as, but not limited to, lying or deception or theft.

7. Call Recording Account hereby allows Reptide Media to record calls from time-to-time for purposes of training and quality control. Such recordings will be heard only by Reptide Media staff and only when deemed helpful for providing support to Account. Such recordings will not be archived and will be erased after being used for the above-mentioned training and quality control.

## 8. Intellectual Property

8.1. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Account under this Agreement or prepared by or on behalf of Reptide Media in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by Account. Reptide Media agrees that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Account. To the extent that any of the Deliverables do not constitute a "work made for hire," Reptide Media hereby irrevocably assigns, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Reptide Media irrevocably waives, to the extent permitted by applicable law, any and all claims Reptide Media may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to the Deliverables.

8.2. Reptide Media is, and shall remain, the sole and exclusive owner of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by Reptide Media in connection with performing the Services, in each case developed or acquired by Reptide

Media prior to the commencement or independently of this Agreement (collectively, the “Pre-Existing Materials”), including all Intellectual Property Rights therein. Reptide Media hereby grants Account a license to any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables for any and all purposes.

9. Confidentiality From time to time during the Service Period, either party (as the “Disclosing Party”) may disclose or make available to the other party (as the “Receiving Party”), non-public, proprietary, and confidential information of the Disclosing Party including, but not limited to, technical, trade secret, or business information, financial information, marketing plans or strategies, experience and know-how, product information and data, product development, and client and supplier information, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked or designated as “confidential” (“Confidential Information”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party’s breach of this Section 9; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in the Receiving Party’s possession prior to the Disclosing Party’s disclosure hereunder; or (d) was or is independently developed by the Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s affiliates and its or their employees, officers, directors, managers, agents, independent contractors, attorneys, accountants, and financial advisors who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Disclosing Party of such requirements to afford the Disclosing Party the opportunity to seek, at the Disclosing Party’s sole cost and expense, a protective order or other remedy.

10. Non-Solicitation Account recognizes that Reptide Media invests heavily in the training and development of its employees and independent contractors. Accordingly, during the Service Period and for a period of two (2) years thereafter, Account will not, directly or indirectly, in any manner solicit for employment or engagement any employee or independent contractor of Reptide Media. If Account breaches this Section, Account shall, on demand, pay Reptide Media a fee equal to the greater of: (a) the base salary or annual fee that was payable by Reptide Media to the employee or independent contractor prior to the solicitation, or (b) \$100,000. Payment of the foregoing fee will not preclude Reptide Media from seeking any other remedies against Account, whether under this Agreement, at law, or in equity.

## 11. Limited Warranty

11.1. Reptide Media represents and warrants to Account that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

11.2. Reptide Media shall not be liable for a breach of the warranty set forth in Section 11.1 unless Account gives written notice of the defective Services, reasonably described, to Reptide Media within ten (10) days of the time when Account discovers or ought to have discovered that the Services were defective. Subject to the foregoing, Reptide Media shall, in its sole discretion, either: (a) repair or re-perform such Services (or the defective part); or (b) credit or refund the price of such Services at the pro rata contract rate.

11.3. THE REMEDIES SET FORTH IN SECTION 11.2 SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND REPTIDE MEDIA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.1. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11.1, REPTIDE MEDIA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

## 12. Limitation of Liability

12.1. EXCEPT FOR BREACHES OF SECTION 9 OR SECTION 10 OF THESE TERMS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2. EXCEPT FOR PAYMENT OBLIGATIONS OR BREACHES OF SECTION 8, SECTION 9 OR SECTION 10 OF THESE TERMS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO REPTIDE MEDIA PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR BREACHES OF SECTION 8, SECTION 9 OR SECTION 10 OF THESE TERMS EXCEED \$500,000.

13. Termination In addition to any termination rights set forth in the Order Confirmation, either party may terminate this Agreement, effective upon written notice to the other party (the

“Defaulting Party”), if the Defaulting Party: (a) materially breaches this Agreement, and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach, or such material breach is incapable of cure; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14. Relationship of the Parties Reptide Media’s relationship with Account is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Neither Reptide Media nor its employees or independent contractors will be entitled to any of the benefits that Account may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing, or retirement benefits. Reptide Media is not authorized to make any representation, contract, or commitment on behalf of Account unless specifically requested or authorized in writing to do so by Account. Reptide Media is solely responsible for all tax returns and payments required to be filed with, or made to, any federal, state, or local tax authority with respect to the performance of Services and receipt of Fees under this Agreement. No part of Reptide Media’s compensation will be subject to withholding by Account for the payment of any social security, federal, state, or any other employee payroll taxes.

15. Force Majeure No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Account to make payments to Reptide Media hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party’s (“Impacted Party”) control, including, without limitation, the following force majeure events (“Force Majeure Event(s)”): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages, or shortages. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on the performance of its obligations under this Agreement, end the failure or delay, and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

16. Dispute Resolution The parties shall resolve any dispute arising out of or relating to this Agreement (each, a “Dispute”), under the provisions of this Section. A party shall send written

notice to the other party of any Dispute (a "Dispute Notice"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including not fewer than two (2) negotiation sessions attended by executives for each party. In the event that such Dispute is not resolved on an informal basis within thirty (30) days after one party delivers the Dispute Notice to the other party, either party may initiate mediation through the American Arbitration Association in Boston, Massachusetts. If mediation is initiated, the parties will provide the American Arbitration Association a joint, written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties shall cooperate with the American Arbitration Association and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree that the mediator's fees and expenses will be shared equally between the parties. If the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within ninety (90) days after the Dispute Notice, either party may file suit in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts in each case located in Suffolk County, Massachusetts, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

17. Entire Agreement This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

18. Severability If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Waiver No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or

privilege.

20. Assignment Account shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Reptide Media. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Account of any of its obligations under this Agreement.

21. Successors and Assigns This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

22. Governing Law All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.