

SYNCWORDS SERVICES AGREEMENT

This SERVICES AGREEMENT (this “**Agreement**”) is between the Client (the “**Client**”) and SyncWords LLC, a New York limited liability company doing business as Syncwords (“**Syncwords**”) located at 1159 2nd Avenue, Suite 408, New York, NY 10065 and together with Client (the “**Parties**”, and each a “**Party**”).

For and in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Syncwords and Client agree as follows:

1. Services. Syncwords shall provide certain real-time and pre-recorded captioning services for real time events, online events, and other related services (“**Services**”) set out in one or more statements of work to be issued by Client and accepted by Syncwords (each, a “**Statement of Work**”). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by Syncwords. In the event any provision of this Agreement contradicts or is inconsistent with the provisions of the Statements of Work, the provisions of this Agreement shall prevail and govern and the contradictory and inconsistent provisions of the Proposal shall be deemed amended accordingly. In the event one or more proposals are mutually agreed to and are issued after the Statements of Work above, the latest Statement of Work shall prevail and govern over all prior Statements of Work.

2. Fees and Expenses.

a. Client agrees to pay the amount specified as the total amount for services and applicable fees (the “**Services Fee**”) is due and payable upon execution of the Agreement, unless otherwise indicated by the payment schedule set out in the applicable Statement of Work. If Client terminates less than forty-eight (48) hours prior to the Event Date as set forth in the Statement of Work, Client shall forfeit the entire Service Fee and Syncwords shall be entitled to retain the entire Service Fee as payment for certain fees and charges, including without limitation, Syncwords’ administrative charges, a termination fee, and liquidated damages (“**Forfeiture Fee**”). The Parties intend that the Forfeiture Fee constitute compensation, and not a penalty. The Parties acknowledge and agree that Syncwords’ harm caused by a last-minute termination by Client would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Forfeiture Fee are a reasonable estimate of the anticipated or actual harm that might arise from such a termination.

b. Client shall reimburse Syncwords for all reasonable expenses incurred in accordance with the Statement of Work. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; provided, that, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Syncwords’ income, revenues, gross receipts, personnel, or real or personal property or other assets.

c. Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest at the lesser of (i) the rate of five percent (5%) per month and (ii) the highest rate permissible under applicable law, calculated daily and compounded monthly. In addition to all other remedies available under this Agreement or at law (which Syncwords does not waive by the exercise of any rights hereunder), Syncwords shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts/fees when due hereunder and such failure continues for three (3) days following written notice thereof.

3. Term. This Agreement shall be effective with respect to the Services described in the Statement of Work for a term of specified in the Statement of Work (the “**Term**”). Each Party shall have the right to terminate its performance of future obligations under this Agreement without cause upon written notice to the other Party. The termination shall be effective thirty (30) days from the date the other Party receives written notice of termination and the Client shall pay for all professional services performed by Syncwords during the thirty (30) days. Additionally, either Party may suspend its performance of future obligations in the event of a material default by the other Party which remains uncured for more than ten (10) business days after written notice detailing the grounds of the default. In the event of termination for material default, the future performance obligations of the non-defaulting Party shall terminate. In the event of default for Client failing to pay Syncwords in full and on time, Syncwords, at its option, may immediately suspend or terminate its obligations under this Agreement without notice, and right to cure provisions of this Section shall not apply.

4. Obligations of Client. Client agrees to cooperate with Syncwords and provide any information, materials, or other items which may be reasonably necessary for Syncwords to perform its obligations under this Agreement. Client agrees to comply with all applicable discrimination, health and safety, and tax related laws, rules, ordinances and regulations imposed by federal, state and local authorities with respect to Syncwords’ work on behalf of Client. Client agrees that it must notify Syncwords in writing of any dispute or dissatisfaction with any services performed by Syncwords (reasonably promptly following the rendering of the Services) or travel or other expenses invoiced (within twenty (20) business days of receipt of the invoice), or Client will be deemed to have waived any objection or defense to the full payment for such services or expenses. This obligation of the preceding sentence shall survive any termination.

5. Warranty and Disclaimer. Syncwords hereby warrants to Client that all Services provided by Syncwords hereunder shall be performed in a professional and workmanlike manner. THE PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES AND NOT FOR THE SUPPLY OF GOODS. EXCEPT FOR THE FOREGOING, SYNCWORDS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS AS TO THE SERVICES RENDERED, AND HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SYNCWORDS FURTHER DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL ACCOMPLISH CLIENT’S BUSINESS OBJECTIVES.

6. Intellectual Property.

a. License. Any deliverables created by Syncwords in its performance of this Agreement (collectively, “**Work Product**”), subject to any third-party rights in licensed elements of the Work Product, and further conditioned upon Client’s full and timely performance of its obligations under this Agreement, Syncwords grants to Client an irrevocable, perpetual, nonexclusive, non-assignable, royalty-free, worldwide license to use, reproduce, perform, distribute copies of, publicly display and perform, transmit and retransmit, and prepare derivative works of any and all Work Product. At Client’s expense, Syncwords shall execute and deliver to Client any additional documents Client may reasonably require to establish the assignment or license granted to Client hereby.

b. Reservation of Rights. Except for the rights granted to Client hereby, Syncwords retains all intellectual property and other rights to Work Product. Nothing herein shall restrict or prohibit Syncwords’ right to use concepts, techniques, products or know-how used or developed in the course of performing the services under this Agreement in providing services and products to others.

c. Licensed Materials. Third-party materials or services, such as stock photos, graphics, or talent, incorporated into the Work Product shall be identified by Syncwords to Client. Client acknowledges and agrees that its use of the Work Product is subject to all terms and conditions set forth in any applicable third-party agreement, including limitations on use and required royalty or residual payments. Client understands that exceeding the rights granted under such licenses may constitute copyright infringement. Client shall be solely responsible for maintaining and performing all obligations under such third-party agreements.

7. Confidentiality.

a. From time to time during the Term of this Agreement, 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 Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as “confidential,” or if disclosed orally, is identified as confidential when disclosed and within five (5) days thereafter, is summarized in writing and confirmed as confidential (“**Confidential Information**”); provided, however, that Confidential Information does not include any information that: (1) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Section; (2) 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; (3) was in Receiving Party’s possession prior to Disclosing Party’s disclosure hereunder; or (4) was or is independently developed by 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 Group 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.

b. 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 Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party’s sole cost and expense, a protective order or other remedy. For purposes of this Section only, Receiving Party’s Group shall mean the Receiving

Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, manager, attorneys, accountants, and financial advisors.

8. Limitation of Liability. IN NO EVENT SHALL SYNCWORDS BE LIABLE TO CLIENT OR TO 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 POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SYNCWORDS' 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 SYNCWORDS PURSUANT TO THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Independent Contractor. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Syncwords shall be under its own control. 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.

10. Indemnification. Except as expressly excluded above with regard to the use of third-party materials, Syncwords shall defend, indemnify, and hold Client harmless from and against any and all liabilities and expenses (including reasonable attorneys' and expert witnesses' fees actually incurred) sustained or incurred by Client arising out of or resulting from: (a) Syncwords' breach of any of its representations, warranties and covenants set forth in this Agreement; or (b) by reason of any violation of a third person's right of publicity, or infringement of any copyright. Client shall defend, indemnify, and hold Syncwords harmless from and against any and all liabilities and expenses (including reasonable attorneys' and expert witnesses' fees actually incurred) sustained or incurred by Syncwords arising out of or resulting from: (y) Client's breach of any of its representations, warranties and covenants set forth in this Agreement; or (z) as a result of Client's actions or inactions including, without limitation, Client's infringement of third-party materials incorporated into the Work Product. The Party seeking indemnification shall notify the other of any claim promptly after same arises, and the indemnifying Party shall have the right to defend such claim with counsel of its choice, subject to reasonable approval by the Party indemnified. The Party indemnified shall cooperate in the defense of such claim. The obligations of this Section will survive any termination.

11. Publicity. Syncwords may use any Deliverable produced for Client in Syncwords' portfolio, on Syncwords' website, and for internal and trade purposes. Client agrees that mention of Client's name in other contexts (including trade journals, Syncwords brochures, press releases, submission for awards and Syncwords' website) may occur without Client's prior approval, however Syncwords will use all reasonable efforts to secure Client's prior approval in the event that materials published or submitted have not previously been published by Client.

12. Miscellaneous:

a. Merger. This Agreement shall not be terminated by the merger or consolidation of the Client into or with any other entity.

b. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, if any, successors, and assigns.

c. Choice of Law; Choice of Forum. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the state of New York, without giving effect to the conflict of laws provisions thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the New York City, New York. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

d. Dispute Resolution; Attorneys' Fees. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, Syncwords and Client shall first try to settle the dispute in good faith through mediation administered by the Judicial Arbitrator Group, located in New York City, New York, or such other mediator Syncwords and Client may agree on, before resorting to arbitration, litigation or some other dispute resolution procedure. If either Party brings any action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs (including, without limitation, the cost of such arbitration or other action) from the other Party.

e. Waiver; Severability. Waiver by one Party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

f. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any Party shall be in writing and shall be validly given or made to another Party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the Party to whom such notice, demand or other communication is to be given as follows:

If to Syncwords: Ashish Shah / Syncwords

Any Party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

g. Force Majeure. In the event that either Party shall be directly or indirectly delayed or hindered in or prevented from the performance of any act or obligation required of it under this Agreement by reason of acts of God, labor strike, lockout, inability to procure materials, failure of power, riot, insurrection, war or warlike act, terrorist act, utility blackout or brownout, epidemics or pandemics, the imposition by federal, state or local governmental authorities of quarantine requirements, inability to obtain services, labor, or materials or reasonable substitutes therefor as a result of any epidemic or pandemic, or the imposition by federal, state or local governmental authorities of "shelter-in-place" or quarantine requirements, governmental actions, including national or state imposed states of emergency, civil commotions, fire or other casualty, and other causes or legal requirement or other reason not within the reasonable control of that Party obligated to perform (collectively, the "**Force Majeure**"), then performance of such act or obligation by that Party shall be excused for a period equivalent by the

period of such delay in such Party's performance caused by a Force Majeure. Notwithstanding the foregoing, the provisions of this Section shall not apply to or affect any rental or other monetary obligation hereunder.

h. Modification or Amendment; No Assignment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the Parties. Neither Party shall not assign any of their rights under this Agreement, or delegate the performance of any of their duties hereunder, without the prior written consent of the other Party.

i. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the Parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

How can I contact you?

Email: tickets@syncwords.com

Phone: 718-784-0126

Syncwords

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