



brandreactor

MOBILE APP DEVELOPMENT

Master Service Agreement

Parties

This terms and conditions document ("Agreement") is made as of _____ by and between ("Client")

and Brand Reactor, LLC ("BRAND REACTOR") a Georgia company.

WITNESSETH: WHEREAS BRAND REACTOR is engaged in website design / development, marketing, programming / coding, and consulting services, and Client desires to engage BRAND REACTOR, as described herein.

Client desires to retain the services of BRAND REACTOR, and BRAND REACTOR is willing to perform the services called for upon the terms and conditions set forth in this Agreement. NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter entered into, the parties mutually agree as follows:

Term

The initial term of this agreement shall be one year from the date signed by Client. After this initial term, this Agreement can be extended at any time by mutual consent of the parties: If Client requests, via email or phone, BRAND REACTOR to do additional work, and BRAND REACTOR accepts, then that work performed will be considered to be done as an extension of this agreement. Unless otherwise noted, such work would be billed at the hourly rate defined below.

Duties & Timing (aka herein "Scope of Work")

BRAND REACTOR shall provide services (as mutually agreed upon in advance by the parties hereto) to Client, as assigned by Client. Specifically, the engagement scope is outlined in the Statement of Work document.

Fees

All monetary terms herein refer to U.S. dollars. The project outlined above shall be billed per the following:

Weekly Backups: The annual cost for our clients is \$200/year, per web site or application, which includes weekly full-site backups to the cloud. This is billed automatically in January, on the same invoice as hosting expenses. (Weekly cloud backups apply to BRAND REACTOR hosting clients only. Non-hosted clients will receive the software install or setup only, and BRAND REACTOR will not attend to any backup software configuration.) (If this agreement is made after January in a given year, backup fees above reflect a prorated amount from the contract date through the following December 31.)

Site Audit Fee: For clients that have existing web sites, a \$50 site audit fee will apply to review web site and server configurations. If issues are found that will require significant time to correct, BRAND REACTOR will discuss with Client in advance of incurring remedial costs.

Scope Changes: For specific-scoped work (which would appear above in Item #2), any additions to the scope as it appears above will incur additional fees. Prior to any such additional work being performed, BRAND REACTOR and Client will agree on the new scope, timing, and fees for such. In general, a la carte style changes or additions to an existing scope will be billed at the hourly rate defined below.

Definition of Hourly Rate: For hourly work requested, and/or for any work in addition to a defined scope herein, the hourly rate shall be \$100 for web development, mobile development, web design, programming, brand design, brand analysis, content management and SEO services, and other higher-level work, billed reflecting actual time spent.

Additional Fee Potential: In some cases (1) the Client or (2) third parties not under the supervision of BRAND REACTOR (e.g., other staff of, or contractors for, Client) may have access to the web site, server, relevant work files, etc. If such a party makes changes, alterations, deletions, errors, etc. that BRAND REACTOR needs to repair, Client agrees that BRAND REACTOR may bill Client for said repairs at the above hourly rate (if asked to repair any such damage).

Materials and Outside Services: If materials and/or outside services are required by Client for the performance of services (e.g., imagery purchases, software purchases, CMS extension purchases, hardware, server space / hosting, domain names, hotel, airfare, and/or other expenses), as mutually agreed upon in advance, Client agrees to reimburse BRAND REACTOR for any such expenses, which will be enumerated on an invoice. Any outside tools and services that require an ongoing or recurring expense to maintain the life and performance of the web site or application is the sole responsibility of the Client once the site or application has gone live.

Meetings and Calls: Time spent in meetings and calls (aside from those related to any flat-fee scope outlined above) with Client is considered billable time. If it's a working meeting (strategizing, planning, scoping out a new project, etc.), it's billable.

CMS and Other Software Updates: Please understand that among the very top ways that sites get hacked is when site owners do not regularly apply updates and security patches. As such, unless expressly specified as otherwise herein in the "scope" or "additional provisions" section, BRAND REACTOR will apply routine software updates to your CMS (e.g., Drupal, Wordpress, Webflow) and to your web site's extensions as they become available (or quarterly, if such updates aren't security-related) and will bill for time spent doing so, as well as for any applicable software costs (for sites running commercial extensions). These updates should average roughly one (1) billable hour per quarter for average sites. However, if there are significant updates needed or complex situations, you will be contacted prior to the work being done.

Exclusions: Fees exclude, and Client is responsible for, all sales, use, excise, VAT, GST, similar taxes or levies, and other assessments, except those levied against the income of BRAND REACTOR.

Payment Method: The fees quoted herein assume payment by debit card, credit card, or CashApp. If an alternative payment method is desired (pending acceptance by BRAND REACTOR), BRAND REACTOR may markup payment amount(s) to cover additional time or fees involved. Payments by debit card or credit card will incur a convenience fee of 2.9%. Payments via CashApp will be considered 'like cash' and will incur no additional fees.

Payment Schedule: The payment schedule shall be as follows:

An \$800 non-refundable deposit to be applied to the quoted project balance

33% of the remaining project cost in advance (signifying project kick-off)

33% billed at a milestone date which marks the start of development and/or implementation

The remaining 33% billed at the date which marks the agreed upon project timeline milestone for Beta Launch, Project Launch, OR at any such time that the developed product is accessible to third party individuals or organizations for viewing, overall use, and/or testing.

Beta Launch is defined as client signing off on the development deliverables to be placed in any staging or production environment, that is accessible to third-party users, for the purposes of early access and user testing.

Project Launch is defined as Client signing off on the development deliverables and authorizing BRAND REACTOR to move the web site or mobile application to its intended final live production state(s).

Project Delays and/or Abandonment: If any stated timeline herein or as assigned is not met, parties agree to remain in communication about such delays. In cases in which a delay is extended (at BRAND REACTOR's reasonable discretion), BRAND REACTOR may invoice client for an amount due commensurate with the progress made and time invested to

that point, and Client agrees to honor such invoices. Client acknowledges that, in such cases, any remaining work may need to be rescheduled, as BRAND REACTOR's time may be allocated to other clients. In extreme cases, such as project abandonment by Client, BRAND REACTOR may opt to terminate the agreement. Client acknowledges that, if an abandoned project is reopened, a new scope, timeline, and fee structure will apply.

Payment Timing: For normal invoicing, which is done electronically via email on or around the 1st and 15th of each month, acceptable payment terms are due upon receipt, unless specified elsewhere herein or on the actual invoice. We do try to provide ways to expedite this process (e.g., accepting credit cards and bank transfers via our billing system), as late payments cause problems with cash flow, increased admin time for accounting, etc. So, if a payment is not received within 7 days of invoice, BRAND REACTOR may, at its discretion suspend services to Client, which may in turn cause project delays for which Client would be responsible.

Nonpayment: If we have reason to believe that a nonpayment is purposeful, then our immediate goal would be to resolve the matter to the best of our ability via normal means (calls, emails, etc.). We would cease to provide any further services until the matter, or an agreement is reached. In the very rarest cases, if the relevant project was web-based, BRAND REACTOR may as a last resort take down and/or disable all or part of said web site or mobile application, as appropriate, and without consequence for such action and regardless of the server involved.

Confidentiality / Blanket NDA Provision

Either party may, in connection with this Agreement, disclose to the other party information considered confidential and proprietary to the disclosing party (hereinafter "Confidential Information"). Confidential Information shall include either party's financial information, whether disclosed in tangible or intangible form; terms and pricing under this Agreement; and any other non-public information identified as confidential by the disclosing party at the time of disclosure, or which by its nature is normally considered confidential, such as information related to past, present, or future research, development, or business affairs, any proprietary products, materials or methodologies, or any other information which provides the disclosing party with a competitive advantage. The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it regularly uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event with less than a reasonable degree of care. No rights or licenses under patents, trademarks, or copyrights are granted or implied by any disclosure of Confidential Information. This Section shall survive the expiration or termination of this Agreement.

Obligations of confidentiality imposed by this Agreement shall not apply to any Confidential Information that: (1) is rightfully received from a third party without accompanying markings or disclosure restrictions; (2) is independently developed by employees of the receiving party who have not had access to such Confidential Information; (3) is or becomes publicly available through no wrongful act of the receiving party; (4) is already known by the receiving party as evidenced by documentation bearing a date prior to the date of disclosure; or (5) is approved for release in writing by an authorized representative of the disclosing party.

Special Rights, Responsibilities, Licenses, and Provisions

Process & Project Management: Brand Reactor reserves the right to keep private and confidential, any internal and proprietary project management processes and tools used to deliver the end product agreed upon in the Statement of Work.

Special dates, events, demos: For any special dates, events, or demos that the Client may need to showcase the project, whether complete or incomplete, Client will provide BRAND REACTOR at least 30 days written notice with the exact date and time, in advance of such a need. Brand Reactor will not be obligated to expedite or accelerate any development or duties assigned under this agreement to accommodate any such need. However, given proper notice BRAND REACTOR will take such dates under consideration in the execution of the project timeline. Should there be any delay in the project timeline due to perceived risks outlined in the Statement of Work, Brand Reactor cannot guarantee that a project still in active development, prior to Beta Launch, will be available to show case. Client should take care to schedule such events at such a time when the project has completed active development and has reached the Beta Launch or Go-Live Date mile stones.

"Code" Acknowledgements: The word "code" (throughout this Agreement) refers broadly to source code of any kind -- e.g., HTML, PHP, Javascript, CSS, MySQL, or any other type of computer instruction relevant to the functionality of the web site or mobile application, including comments written within that code.

a. Pre-Existing Code. BRAND REACTOR may use or modify existing code on Client's web site or mobile application. Client acknowledges that, for any non-open-source code used by Client, Client or third parties own this intellectual property, and it will be treated as such.

b. New Code. For any new code developed by BRAND REACTOR for this contract, BRAND REACTOR hereby grants to Client, and Client hereby accepts, an unlimited, unrestricted, royalty-free, fully paid, worldwide and nonexclusive use (unless such rights are specified otherwise within the scope of work).

c. Source Code & Executables. For ANY source code developed or derived executables generated by BRAND REACTOR for this contract, BRAND REACTOR will retain complete ownership of the source code or executables until such time that the full project cost and any outstanding invoices have been fully paid. At such time, all source code and derivative executables will be released to the possession of the client.

c. Open-Source Code. By its nature, open-source code is published and made available to the public, enabling anyone to copy, modify, and redistribute the source code without paying royalties or fees. In these situations, neither Client nor BRAND REACTOR retains any rights related to this code.

d. No-to-Low Code. BRAND REACTOR may use third party "No-to-Low Code" tools or platforms in execution of this agreement. Client acknowledges that these third parties own this intellectual property and will be treated as such.

e. APIs. BRAND REACTOR may use third party "API" tools or platforms in execution of this agreement. Client acknowledges that these third parties own this intellectual property and will be treated as such.

Graphics: For the purposes of this contract, if BRAND REACTOR produces any graphics or original photos or videos for Client, BRAND REACTOR hereby grants to Client, and Client hereby accepts, an unlimited, unrestricted, royalty-free, fully paid, worldwide and nonexclusive use. It is important to note that, graphics may include (1) graphics purchased/licensed from third parties, which are subject to policies from those parties, (2) independently created graphics or photos not subject to others' copyright, and (3) graphics (such as photos) from third parties, but which are provided via a Creative Commons license.

Design Revisions: For work that includes design aspects, unless otherwise specified herein, BRAND REACTOR will (1) make up a version of the project, (2) present it to Client, (3) and make any reasonable changes requested by Client. ("Reasonable" refers to routine changes such as colors, fonts, moving things around a bit, sizings, etc.) That process constitutes one "round" of changes. At BRAND REACTOR's discretion, additional minor changes may be welcome without incurring additional fees. However, if a requested revision at that point is considered by BRAND REACTOR to be significant, major, a new direction, etc., then BRAND REACTOR will discuss such with Client, as this may incur additional fees, billed at the standard hourly rate defined herein.

Other Creative Works or Approaches -- Including Promotional Copy; Text; Communications; Written Works; Marketing Methods, Systems, or Schemes; SEO Optimization Tactics; Business Efficiency Improvements, etc. For the purposes of this contract, if BRAND REACTOR produces any such creative work or approaches for Client, BRAND REACTOR hereby grants to Client, and Client hereby accepts, an unlimited, unrestricted, royalty-free, fully paid, worldwide and nonexclusive use.

Rights Secured: Client guarantees that any elements of text, graphics, photos, designs, trademarks, computer code, or artwork provided to BRAND REACTOR for inclusion in this project are owned by Client, or Client has obtained sufficient permission to use such from a third party prior to providing BRAND REACTOR access to the materials. Client will indemnify and hold BRAND REACTOR, its officers, employees, and agents harmless against any and all claims, liabilities, damages, losses, and expenses should any claim, liability, damage, loss, or expense be sought against BRAND REACTOR in connection with any use of such third-party materials.

Contents Conform to Relevant Regulations: In some cases, Client's site or application may want or need to conform to various regulatory standards. Unless specified in the scope herein, this remains the responsibility of Client. Some examples would be any accessibility guidelines needing to be met, any terms of use or privacy policies that should be stated on the site (including GDPR data privacy guidelines), HIPAA compliance, COPPA compliance, investor notices, policy statements, consumer notices, various disclosures, and/or any other similar types of conformance deemed appropriate and/or required by Client's site and/or industry standards.

General Professional Discretion: Client agrees that BRAND REACTOR shall be granted professional discretion when it comes to installing software, code, or extensions on the server, as these constitute tools, code libraries, or methods necessary to perform the scope of work. This would also include making server modifications, configuration changes, file/folder clean-up-type changes, or other optimizations designed to enhance performance, provide greater security, allow desired functionality, or otherwise improve the server environment.

Continued Server, Web Site, and Code Access: Client agrees that BRAND REACTOR shall have full access to the web or application as well as to the server, database, and file structure at all times, both during and after development. If Client desires to disallow such access (e.g., if the Client moves servers, hires another developer, or terminates this contract), Client agrees to give 14-day notice to BRAND REACTOR so that BRAND REACTOR can back up any files or code developed by BRAND REACTOR, if necessary.

Domain Name Renewals: Unless otherwise stated above under the scope, Client acknowledges that (1) Client owns the domain name(s) involved, and (2) renewing the domain name(s) is Client's responsibility.

Acknowledgements: While this Agreement addresses liability issues, a number of common considerations, including those listed below as well as other similar considerations, regarding web and mobile development services are hereby acknowledged by Client. In all cases, Client shall not hold BRAND REACTOR liable for any damages related to these issues. Client agrees that, if BRAND REACTOR is asked to address any such issues, such requests constitute additional billable work and, as such, would need to be negotiated with respect to scope, timing, and fees.

Open-Source Errors: BRAND REACTOR utilizes open source and other free code. Inherent in these systems (even the most advanced) are risks such as functionality issues, unpredictability, and other errors that could have an adverse effect on site or application performance and, in turn, on a business dependent on such performance.

Third Party Application Errors: BRAND REACTOR utilizes third party applications and tools. Inherent in these systems (even the most advanced) are risks such as functionality issues, unpredictability, and other errors that could have an adverse effect on site or application performance and, in turn, on a business dependent on such performance.

Issues Related to Site or Application Upgrades, Work on Existing Sites or Applications, and/or Applications for Which Others Have or Had Direct or Indirect Access to the Server: In these situations, web servers often contain residual files, code changes, database changes, and/or server settings not created by BRAND REACTOR. This also includes server directories containing legacy site backups and/or other files, for example. Unless specifically enumerated in the scope, above, the contents of these directories and any settings affecting the web server are not the responsibility of BRAND REACTOR to review, clean, delete, etc. Client acknowledges that, if such directories exist and contain malicious code, then the site could potentially be compromised.

Diagnosis vs. Fixing: For work where Client has a nonfunctioning site or application, please understand that there are (often) two phases of service required: First, we must diagnose the problem, and then we will either (1) fix it (in cases where that makes the most sense), (2) let Client know options for moving forward (e.g., perhaps an upgrade is needed, or a different way of doing something, or ... who knows what), or (3) inform Client that we cannot fix it. From there, it would be Client's responsibility to make a decision based on our analysis. Either way, time spent on the diagnosis phase (and in discussing options for moving ahead) is billable time.

SEO Rankings: Unless addressed herein, BRAND REACTOR makes no representations or guarantees whatsoever about a site or application's success in terms of search engine, Apple Store, Google Play Store rankings / placement.

SEO Unpredictability: Client acknowledges that changes to a web site or application can bring upon unpredictable changes in an existing SEO ranking. While BRAND REACTOR agrees to perform some tasks relevant to mitigating this risk, as may be included herein, Client acknowledges that BRAND REACTOR has no control over how search engines or application stores may or may not favor Client's web site or mobile application.

Browser Compatibility: Client acknowledges that BRAND REACTOR develops for the Chrome browser, and tests on the Firefox browser (current versions). If additional browser compatibility is requested, it will be reflected in the scope section of this agreement. Client acknowledges that not all browsers will render a site exactly the same, and allows for minor variations in look, feel, and/or functionality from browser to browser, at the discretion of BRAND REACTOR unless otherwise noted in the scope.

Device Compatibility: Client acknowledges that BRAND REACTOR develops for the Apple and Android devices, and tests on Windows devices (current versions). If additional mobile device compatibility is requested, it will be reflected in the scope section of this agreement. Client acknowledges that not all browsers will render a site exactly the same, and allows for minor variations in look, feel, and/or functionality from browser to browser, at the discretion of BRAND REACTOR unless otherwise noted in the scope.

Platform Compatibility: BRAND REACTOR develops for desktop computer environments. In many cases, BRAND REACTOR is able to offer services specific to other user experiences, such as tablet devices, phones, or even large-screen monitors. However, those experiences are not guaranteed to be specifically addressed unless singled out in the scope section of this agreement.

Continued Performance: BRAND REACTOR agrees to deliver a functional site or application per the scope of this agreement, as of the date of delivery. Client acknowledges that, after a site or application is finished, outside factors can affect a site's performance. For example, new browser releases may interpret web pages differently than before, causing a site or application to look or behave differently than it once did. Or, a security update applied later may render an existing component unusable. As such, all work performed is sold to client as is. Legally, "as is" refers to the condition that a product presently exists or as found on inspection immediately prior to purchase, even if damaged or defective, without modification and without any express or implied warranties.

Security: Client acknowledges that web sites and applications can be victimized directly (e.g., direct attacks on the Client's host server) or even indirectly (e.g., via compromising Client's email account and/or via malware on Client's local or personal computers) by hackers. BRAND REACTOR literally cannot, will not, and does not, guarantee that Client's site or application will not be affected or targeted, successfully or unsuccessfully, by those with malicious intent. As such, BRAND REACTOR is not responsible for any losses in connection with the site or application being hacked. Unless specified herein under the project scope, BRAND REACTOR has not been engaged to provide site or application security services. Client acknowledges that recovering from a breach would incur additional fees, billed at the hourly rate set forth above in Section 3.

Speed: Client acknowledges that site or application speed (i.e., the speed with which web pages or screen load) is a function of numerous factors including: the size / complexity of a web site or application, the web server's capabilities, the web server's location, Internet traffic, database complexity, the content management system, the design, the number and richness / complexity of features, the dependence on outside sites or applications (e.g., for retrieving and/or parsing data / information / feeds, retrieving/displaying ads, etc.), file and image sizes, compression/minification of CSS and JavaScript, caching, DNS configurations, the user's Internet connection, and many other factors). If speed is a particular concern (recommended for sites with more than 500 articles and/or sophisticated or unusual features), Client is responsible for discussing such with BRAND REACTOR so that specific goals and measures can be included in the scope.

Server Up-Time: If hosting is part of this agreement, note that BRAND REACTOR provides web and application hosting via relationships with reputable third-party hosts. BRAND REACTOR has selected these host based on their pricing, record, and reputation. Up-time is certainly a factor (all report 99%+ uptime). However, ultimately, the hosting company is responsible for maintaining server uptime.

Use of Client Name / Logo: In cases where the Client is a direct client of BRAND REACTOR (e.g., you are the owner of XYZ.com and you are hiring BRAND REACTOR to work on XYZ.com), BRAND REACTOR may use Client's business name and identify client (by business / website name, logo, screen-shot of site or application, etc.) as a client or customer of BRAND REACTOR. In cases where an outside consulting agency is hiring BRAND REACTOR to work on a third-party site, this provision does **not** apply (e.g., "white-label" work where you own ABC consulting and are hiring us to fix **your** client's web site).

Web Site Linkback: For projects primarily developed by BRAND REACTOR, LLC: As is customary in this field, Client agrees that the web site or application shall bear a discrete credit (with a hyperlink to BRAND REACTOR's web site) in the web site or application footer / copyright area.

BRAND REACTOR Availability: BRAND REACTOR's working hours are (generally) 10:00 a.m. - 6:00 p.m. EST Tuesday through Friday. Consulting outside these hours is highly discouraged. If requested, such time may not be available or possible. However, if it (1) is available / possible, and (2) is agreeable to BRAND REACTOR, such work will incur a rate at twice the hourly rate quoted above.

Termination

This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of notice of such breach.

In the event of termination, BRAND REACTOR shall be compensated for the services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by BRAND REACTOR or BRAND REACTOR's agents as of the date of termination, whichever is greater; and Client shall pay all expenses, fees, out of pockets together with any additional costs incurred through and up to, the date of cancellation.

Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the confidential information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the services, shall survive.

Relationship

BRAND REACTOR is retained by Client solely for the purposes and to the extent set forth in this Agreement, and BRAND REACTOR's relationship to Client shall during the terms of this Agreement be that of an independent service provider. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This Agreement does not create an association, joint venture, or partnership between the parties nor imposes any partnership liability upon either party. BRAND REACTOR is NOT considered an employee, regular team member, staff member, in the client's business and is not subject to behaviors, environments, or meetings as such that go beyond the scope outlined in the Statement of Work. Brand Reactor is not subject to or obligated to client's regularly scheduled stand-up meetings, status meetings, and/or project management meetings. Any meetings with Brand Reactor will be scheduled separately in advance and in accordance with our availability, within business operating hours, as needed and in accordance with the project timeline. BRAND REACTOR may engage, in addition to its own employees, subcontractors to provide all or part of the services set forth in the scope, above. The engagement of such subcontractors by BRAND REACTOR does not relieve BRAND REACTOR of its obligations under this Agreement. BRAND REACTOR will use its own working space, equipment, tools and office systems.

Waiver, Modification, or Cancellation

This contract is meant as a living document that may change from time to time, especially as it outlines various policies governing how BRAND REACTOR, LLC conducts business. As such, if BRAND REACTOR makes a change to this contract that, in BRAND REACTOR's sole discretion, is material in nature, BRAND REACTOR will notify Client via email. If such

changes occur and notifications are sent, by continuing to conduct normal business with BRAND REACTOR, Client agrees to be bound by any such revisions.

Assignment

Either BRAND REACTOR or Client may assign its rights or may delegate its duties under this Agreement.

Limited Warranties

BRAND REACTOR warrants that BRAND REACTOR has the right to enter into this Agreement and further warrants that the services will be performed in a reasonable manner; and BRAND REACTOR, while on Client's premises, will comply with Client's security provisions or other policies and procedures made known to BRAND REACTOR. Except as expressly set forth herein, BRAND REACTOR disclaims all other warranties, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, usage in trade, prior dealings, quiet enjoyment, and title.

Liability

In no event shall BRAND REACTOR be liable for any damages arising from the use of the work developed under the terms of this Agreement. THE SERVICES AND THE WORK PRODUCT OF BRAND REACTOR ARE SOLD "AS IS"; BRAND REACTOR DOES NOT WARRANT THE SOFTWARE / PRODUCTS / SERVICES DESCRIBED HEREIN TO OPERATE ERROR FREE OR FREE OF DEFECTS OR THAT DATA LOSS WILL NOT OCCUR. IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF BRAND REACTOR (INCLUDING ITS AGENTS) TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID TO THE BRAND REACTOR WITH RESPECT TO THIS AGREEMENT. IN NO EVENT SHALL BRAND REACTOR BE LIABLE FOR ANY LOST DATA OR CONTENT, CORRUPTED DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ATTORNEY'S FEES, ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY BRAND REACTOR, EVEN IF BRAND REACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Any action against BRAND REACTOR must be brought within two (2) months after the events giving rise to the cause of action occur.

Force Majeure

Except for Client's payment obligations to BRAND REACTOR, neither party will be deemed in breach of this Agreement for any failure or delay in performance caused by reason of fire, flood, earthquake, labor dispute, act of terrorism, act of God or public enemy, death, illness or incapacity of BRAND REACTOR or any local, state, federal, national or international law, governmental order or regulation or any other event beyond BRAND REACTOR's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, BRAND REACTOR shall, if able, give notice to Client of its inability to perform or of delay in completing the services and shall propose revisions to the schedule for completion of the services.

Governing Law

The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Georgia without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction.

Dispute Resolution

In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. If BRAND REACTOR is the prevailing party in any dispute resolved by binding arbitration or litigation, BRAND

REACTOR shall be entitled to recover attorneys' fees and costs. BRAND REACTOR's maximum total liability remains as stated above under "Liability". In all circumstances, the parties specifically consent to the local, state, and federal courts located in the state of Georgia, County of Fulton. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that BRAND REACTOR will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that BRAND REACTOR shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

Non-Disparagement

You agree that you will not disparage or encourage others to disparage BRAND REACTOR, it's owners, clients, or employees. For purposes of this agreement, the term disparage includes without limitation comments or statements made in any matter or medium in the press and/or the media about BRAND REACTOR, it's owners, clients or employees, which would adversely affect any manner of the conduct of the business of the company, or without limitations to the BRAND REACTOR's business plans or prospects or the business reputation of the company.

You agree not to disparage or denigrate BRAND REACTOR orally or in writing, and that neither you nor anyone acting on your behalf will publish, post, or otherwise release any material in written or electronic format, make speeches, gain interviews, or make public statements that mention BRAND REACTOR, its owners, its operations, clients, employees, products, or services without the prior consent of the company.

Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be omitted or changed and the remaining provisions of this Agreement shall remain in full force and effect and shall be interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law.

Non-Waiver

The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such party's right unless such waiver or relinquishment is explicitly made in writing, and shall not constitute any subsequent waiver or relinquishment.

Testimony

In the event of a suit, enforcement, dispute, litigation, arbitration, mediation, tax audit, intellectual property right prosecution, or other legal issue in which BRAND REACTOR must be called upon to testify, advise, or be involved in any way with such issue, Client acknowledges and agrees to pay BRAND REACTOR its applicable hourly rate, defined above, plus reasonable expenses, applicable taxes, and fees.

Survival

All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

Headings

The numbering, captions, and typographical formatting of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

Additional Provisions

Any additional provisions necessary for this Agreement would be listed here. If anything in this section contradicts anything in the rest of the contract, the provisions in this section would apply.

Entire Agreement

This document, any attached addendums, and the Statement of Work, constitutes the entire Agreement between the BRAND REACTOR and the Client regarding this project. No prior or contemporaneous statements or writings may be considered in the interpretation of this Agreement. This Agreement becomes effective only when signed by both parties. Both parties warrant that they have read and understand the terms set forth herein. The parties acknowledge that both parties had the opportunity to have legal and financial counsel review this Agreement, (with any such additional provisions appearing above in Additional Provisions).

ENDING AND SIGNATURES

IN WITNESS THEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date first above written. Each party warrants that the representative whose signature appears below is duly authorized by all necessary and appropriate corporate actions to execute this agreement.

COMMENCEMENT OF WORK

BRAND REACTOR LLC requires receipt of this signed contract and initial payment prior to beginning any work on client projects. Delays in receiving such may result in project scheduling / timeline delays.

Provider

**Brand Reactor, LLC
10800 Alpharetta HWY
STE 203, #517
Roswell, GA 30076**

Executed By:

Tonica Kelly, Principal
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404-955-7389
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