

Appendix A
Kreadiv Production Terms and Conditions

This Appendix, together with the Kreadiv Terms and Conditions located at <https://www.vbaconnect.com/kreadivterms>, will govern each SOW with respect to all Works (as defined below) and production services provided by Kreadiv.

1. **License and Ownership.** Kreadiv hereby grants to Client a nonexclusive, worldwide, limited and revocable license in and to any finished work product (the “Works”) that Kreadiv provides to Client (excluding content Client provided or content Client instructed Kreadiv to obtain (“Client Content”)), pursuant to an SOW executed by both Client and Kreadiv, to (either directly or indirectly) use, reproduce, distribute, perform, and display the Works in their entirety in various media.

2. **Restrictions.** Client may not (a) modify or make derivative works of the Works other than to convert such Works into other digital formats for use in other media or (b) use in any way separate from the Advertisement(s) any Ad Content (including but not limited to any music, sound, image, graphics or footage) contained therein and not provided by Client.

3. **Ownership.** As between Kreadiv and Client, Kreadiv will own all worldwide right, title and interest in and to all non-Client content created or provided to Client hereunder, including all concepts and intellectual property rights. To the extent client acquires any right, title and interest in and to the Works other than in and to the Client content and other than as expressly set forth in paragraph 1 above, Client hereby forever and irrevocably assigns to Kreadiv, without further consideration, all right, title and interest in and to the same.

4. **License to Client Content.** Client hereby grants to Kreadiv a worldwide, royalty-free and perpetual right and license to copy, distribute, configure, modify, enhance, create derivative works from, perform, display, and otherwise use the Client Content, including any trademarks, trade-dress, service marks and copyrighted material, as necessary or convenient in connection with the services provided by Kreadiv to Client pursuant to the applicable SOW(s) and this Appendix. Client agrees that Kreadiv may use the Works, including

any Client Content incorporated therein, in its marketing and advertising of Kreadiv production services.

5. **Payment.** Client will pay each invoice received from Kreadiv in full within 15 days after receipt, without any deduction or right of set-off or counterclaim.

6. **Residuals.** For the avoidance of doubt, Client acknowledges that Kreadiv is in the business of creating works, some of which may include content similar to Client Content. Client acknowledges that nothing in this Appendix or any SOW prevents Kreadiv from independently creating works including works that incorporate concepts or ideas remembered by Kreadiv personnel with access to Client Content.

7. **Representations and Warranties.** All representations, warranties and covenants set forth in the Kreadiv Terms and Conditions with respect to Advertisements and Ad Content will also apply with respect to Client Content. Client represents and warrants that it has secured all releases, licenses and/or consents associated with the Client Content, which are necessary or convenient in order to allow Kreadiv to perform the services contemplated by each applicable SOW and these Production Terms.

8. **Indemnity.** The provisions set forth in Section 13(a) of the Kreadiv Terms and Conditions with respect to Advertisements and Ad Content will also apply with respect to Client Content.

9. LIMITATION OF LIABILITY. KREADIV’S LIABILITY WITH RESPECT TO ANY PRODUCTION SERVICES PROVIDED TO CLIENT WILL NOT EXCEED THE AMOUNT RECEIVED BY KREADIV UNDER THE APPLICABLE SOW.

10. Independent Contractor. Kreadiv is acting as an independent contractor under this Agreement. Neither party will be an agent, employee, partner or joint venture of or for the other party.