

Master Services/Collaboration Agreement
Between Beyond the Box Studio, LLC and GuangCheng Wang

This Master Service Agreement the ("Agreement"), effective ("Effective Date"), is entered into by and between GuangCheng Wang, an independent contractor, and Beyond the Box Studio, LLC having a principal place of business or an address at 245 Stirling Ave Orange, New Jersey, (hereinafter called "Company") (Beyond the Box and Company, the "Party" or "Parties").

Background

The purpose of this Agreement is to solidify a working relationship between the independent contractor and the Company, with the purpose of consultation and contribution to the development of cutting-edge technologies.

The following principles shall be used to develop the framework for the terms and conditions set forth in this Agreement:

1. The interests of the Parties will be furthered by this collaboration.
2. Collaborative development and learning opportunities will be enhanced for all participants.
3. The relationship sought is one of true collaboration where investment and value are recognized bilaterally both in economic and non-economic terms.
4. The Parties are interested in generating results to further each Party's respective missions.

1. TERM

The term of this Agreement will be from the Effective Date for a period of 2 years (730 calendar days).

2. SCOPE OF SERVICES

Beyond the Box Studio, LLC hereby agree to collaborate on technological development related activities and projects, pursuant to statements of work ("Statements of Work" or "SOWs") to this Agreement. The SOW shall describe the respective contribution and services of each Party. Any services provided by one of the Parties under this Agreement are referred to as the "Services." For purposes of this Agreement, the Party engaged to perform the Services is the "Performing Party" and the Party for which the Services are to be performed is the "Engaging Party."

All SOWs that are negotiated between the Parties shall be in writing and executed by both Parties and shall be attached hereto as supplemental Exhibits, and shall be incorporated into, and governed by, this Agreement. Each SOW will set forth, among other things:

- a. a description of the Services to be performed and responsibilities of the Parties,
- b. an estimated timeline,
- c. project milestones or deliverables to be created for Company (the "Deliverables")
- d. detailed budget ("Budget") for the Services.

If a Party requests a change to an SOW, the Parties shall execute a written change order (the "Change Order"), which shall identify in reasonable detail: (a) a complete summary of the change requested; (b) the impact on the project schedule; (c) the impact on the Deliverable and the Services; and (d) the impact on the project Fees, if any. For the avoidance of doubt, all Change Orders are subject to the written approval of Beyond the Box Studio, LLC.

3. COMPENSATION

The Budget and the payment deadline will be defined in each SOW. Except as otherwise provided in such SOW, undisputed invoices shall be payable within 30 calendar days after the receipt of the invoice. Payment methods will be chosen by GuangCheng Wang.

4. INDEPENDENT CONTRACTOR

The relationship between GuangCheng Wang and the Company shall, within the context of the SOW, be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Each Party shall, at all times during the term of this Agreement, perform the duties and responsibilities herein without any control by the other Party. Either Party may realize a profit or loss in connection with performing the services. Either Party may render similar services for the benefit of others. Neither Party is an agent of the other Party and is not authorized to make any representation, contract, or contract commitment on behalf of the other Party.

5. CONFIDENTIALITY

Subject to Articles 7 (Publication/Dissemination of Study Information) below, Confidential Information shall be treated as confidential during the term of this Agreement and for a period of seven (7) years thereafter. During such period, the Parties will not:

- a. disclose the Confidential Information of the Disclosing Party to any third party, using at least the same degree of care as it uses to protect its own confidential information, but not less than reasonable care,
- b. or use such information for any purpose other than to perform its obligations under this Agreement (including the Research Plans).

Confidential Information does not include information which

- i. has previously been made generally available to the public,
- ii. becomes publicly known, without fault on the part of the Receiving Party, subsequent to disclosure by the Disclosing Party of such information to the Receiving Party,
- iii. is received by the Receiving Party at any time from a source, other than the Disclosing Party, lawfully having possession of and the right to disclose such information,
- iv. otherwise becomes known by the Receiving Party prior to disclosure by the Disclosing Party to the receiving party of such information,
- v. or is independently developed by the Receiving Party without use of such information.

The Receiving Party will not disclose Confidential Information of the Disclosing Party except to the Receiving Party's officers, directors, employees, agents, and consultants who

are under obligation of confidentiality upon a “need to know” basis in connection with negotiations amongst the Parties or if required to be disclosed by law, government regulation, or court order, provided that the Receiving Party promptly notifies the Disclosing Party upon learning of any such legal requirement, and cooperates with the Disclosing Party in the exercise of its right to protect the confidentiality. Upon termination of this Agreement, each party will, upon request, return all copies of Confidential Information received from the other.

6. INTELLECTUAL PROPERTY

“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, trade secret rights, patents and
- c. all other intellectual property rights in any jurisdiction throughout the world.

To the fullest extent permitted by law, Beyond the Box Studio, LLC assumes ownership in all Intellectual Property rights of the Deliverable. Further, the 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, GuangCheng Wang grants the Company a perpetual, exclusive license to use, copy, reproduce, display, or distribute the Deliverable. Beyond the Box Studio, LLC shall retain sole ownership of all Intellectual Property Rights in connection with any original material it provides to GuangCheng Wang for use within the Deliverable. If termination occurs under Section 14, the 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 14 and upon full payment for the work in process, GuangCheng Wang will grant Beyond the Box Studio a perpetual, exclusive license to use, copy, reproduce, display, or distribute the work in process.

7. PUBLICATION/DISSEMINATION OF PROJECT INFORMATION

To the extent not otherwise prohibited by any other agreement between GuangCheng Wang and Company or an applicable SOW, Company is free to publish or present with respect to projects completed under this Agreement without the prior approval of GuangCheng Wang.

8. INDEMNIFICATION.

GuangCheng Wang shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Company and its members, directors, officers, employees and agents (the “Company Indemnified Parties”) from and against any and all third party claims, liabilities, losses and expenses (including reasonable attorneys’ fees), directly or indirectly, wholly or partially arising from or in connection with any negligent, gross negligent or intentional tortious act or omission of GuangCheng Wang, its employees or agents, in performing the Services and performing its obligations under this Agreement, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with the negligence, gross negligence, or intentional tortious act or omission of the Company Indemnified Parties.

Company shall, to the fullest extent permitted by law, defend, indemnify and hold harmless GuangCheng Wang and its respective directors, members, trustees, officers, employees, and

agents (the "GuangCheng Wang Indemnified Parties"), from and against any and all third party claims, liabilities, losses and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially arising from or in connection with any negligent, gross negligent or intentional tortious act or omission of Company, its employees or agents, in performing its duties and performing its obligations under this Agreement, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with the negligence, gross negligence, or intentional tortious act or omission of the GuangCheng Wang Indemnified Parties.

9. FORCE MAJEURE

Any delay or failure of a Party hereto to perform its obligations hereunder will be excused if and to the extent that it was caused by an event or occurrence beyond such Party's reasonable control and without its fault or negligence ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, actions by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, acts of terrorism, or court injunction or order. A Party claiming Force Majeure must provide the other Party with written notice of such delay (including the anticipated duration of the delay) within ten days of the occurrence of Force Majeure. If the delay lasts more than 30 days, or if the Party claiming Force Majeure does not provide adequate assurances to the other Party that the delay will cease within 30 days, such other Party may terminate this Agreement upon written notice to the Party claiming Force Majeure.

10. DISPUTES

In the event one Party believes the other Party to be in breach of this Agreement ("Dispute"), the aggrieved Party shall notify the other Party or its counsel ("Notice") of the alleged breach or violation, and the Parties shall attempt in good faith to resolve or clarify the Dispute ("Negotiation"). In the event the parties are unable to cooperatively resolve the Dispute, they shall attempt, in good faith, to mediate the matter in a mutually acceptable location ("Mediation"), engaging the services of a mediator familiar with subject matter at issue and acceptable to both Parties. Applicable mediation fees shall be borne equally by the Parties. The requirement of Mediation shall be deemed satisfied if the filing Party proposed a qualified mediator and offered to make itself reasonably available during the 60 days following Notice, but Mediation did not take place or conclude within such 60-day period.

The requirement of Mediation and Negotiation may be waived upon mutual written consent of the Parties. Further, notwithstanding the foregoing, either Party may seek injunctive relief against a Party related to the acts or omissions of such Party that breach this Agreement and cause or are likely to cause irreparable harm to the other Party, without the requirement of Mediation or Negotiation.

11. RECORDS

Unless otherwise provided by an SOW, the Performing Party shall retain records, including but not limited to code, notes, work products and data, related to a project for a reasonable time period subject to applicable regulatory requirement(s).

12. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Jersey, without regard to its conflict of laws rules.

13. NOTICE

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date it is:

- a. delivered by hand or digital media,
- b. received by Registered or Certified Mail, postage prepaid, return receipt requested,
- c. or received by facsimile, as can be presumptively demonstrated by return fax or letter demonstrating successful facsimile transmission, and addressed to the Party to receive such notice at the address(es) and/or facsimile telephone number(s) set forth below, or such other address as is subsequently specified to the notifying Party by the receiving Party in writing.

14. TERMINATION

This Agreement may be terminated by either Party upon 30 days' prior written notice following expiration of the last remaining SOW, or if the other Party materially breaches this Agreement and such breach is not cured within 30 days following receipt of written notice of termination. Termination of this Agreement by either Party shall not affect the rights and obligations of the Parties accrued prior to the effective date of the termination. Upon termination of this Agreement, an Engaging Party shall pay a Performing Party any unpaid Fees set forth in an associated SOW for Services provided through the date of termination, unless such termination was in connection with a breach or alleged breach of such Performing Party.

15. AMENDMENTS

This Agreement may only be extended, renewed or otherwise amended by the mutual written consent of Parties hereto or as otherwise provided in this Agreement.

16. ENTIRE AGREEMENT

This Agreement, the exhibits hereto, including any related SOWs, constitute and contain the entire agreement and final understanding between the Parties concerning the Services and all other subject matters addressed herein or pertaining thereto. This Agreement supersedes and replaces all prior negotiations and all prior or contemporaneous representations, promises or agreements, proposed or otherwise between the parties, whether written or oral, concerning the Services, any study and all other subject matters addressed herein or pertaining thereto. The provisions of Sections 3, 4, 5-7, (related to disclaimers and liability), 9, 10, 11, 12, 13, 14, 15 (related to fees owed), 17 and 19, and any other provision which by its nature is intended to survive termination or expiration shall survive termination or expiration of this Agreement indefinitely.

17. ASSIGNMENT

Neither Party hereto may assign, cede, or transfer any of its rights or obligations under this Agreement without the written consent of the other Party, whether by merger, acquisition, sale, operation of law, or otherwise.

18. WAIVER

No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition, or of any other term, provision or condition of this Agreement.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by the latest of the signatures set forth below, effective on the Effective Date.

Beyond the Box Studio, LLC

Contractor

Date

Authorized Representative
Beyond the Box Studio, LLC

Date