

## MARQ CONTENTS SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”), dated as of the September 27, 2021 (the “**Effective Date**”), is entered into by and between Marq Vision Inc., a Delaware corporation (“**Marq Vision**”), and Cornell (“**Client**”). Marq Vision and Client may be referred to individually as a “**Party**” or collectively as the “**Parties**”. This Agreement is comprised of the following documents, which shall be deemed to be an integral part hereof:

- This Services Agreement
- Marq Vision Service Terms and Conditions (“Terms and Conditions”) available at <http://www.marqvision.com/marqcontents-terms-2201>
- Annex 1 : Scope of Services
- Annex 2 : Letter of Authorization
- Annex 3 : List of Marketplaces

This Agreement (including the Terms and Conditions, Scope of Services, and Letter of Authorization, and any other Annexes, appendices, exhibits and schedules attached hereto or thereto and which are incorporated herein by reference) constitutes the entire agreement between the Parties and there are no other representations regarding the subject matter hereof that are binding on either Party. Capitalized terms used but not defined herein shall have the meaning defined in the Terms and Conditions and the applicable Scope of Service.

**MARQ VISION INC.**

**CORNELL**

By: Ki Kikyung Lee  
Name: Ki Kyung Lee  
Title: Chief of Staff  
Email: kik.lee@marqvision.com  
Signed Date: September 26, 2021

By: John Cornell  
Name: John Cornell  
Title: CEO  
Email: johnCornell@Cornell.com  
Signed Date: September 26, 2021

## **ANNEX 1**

### **Scope of Services**

#### **1. Covered Countries**

Covered Channels
Google

#### **2. Scope of Services**

##### **2.1 Anti-Piracy via the Platform.**

Coverage	
Detection	Scanning Covered Countries (set forth in Section 1 of this Scope of Services) to identify websites potentially infringing Client's Protected Assets.
Reporting	Submitting copyright infringement claims to Google of the detected sites using Google's copyright infringement reporting system.
Enforcement	Execution of infringement reporting through each Covered Channel's infringement reporting system to de-list sites detected of infringing the Protected Assets, including managing push-backs and counter-notifications from each Covered Channel. <ul style="list-style-type: none"><li>- By mutual consent of both Parties, Marq Vision may take certain enforcement actions that lie outside this scope</li></ul>
Result	Access to standard dashboards and reports via the Platform.
Protected Assets	

00 Series	<ol style="list-style-type: none"> <li>1. A</li> <li>2. B</li> <li>3. C</li> </ol> <p>Example *Client can change protected assets once a quarter through prior written notification. .</p>
Support	
Dedicated Customer Success Manager providing onboarding assistance and reporting.	

## 2.2 Other terms

Marq Vision may use Client's name and standard logo in customer listings or as part of Marq Vision's promotional and marketing efforts. But will notice to Client before publishing/distributing and can only be used if Client agreed in advance.

## 3. Fees

### 3.1 Fees.

Standard
2800 USD / month

### 3.2 Term.

Subscription Term
Twelve (12) months from the Effective Date, which will be automatically renewed for successive Twelve (12) month periods, unless either Party gives the other a notice of non-renewal at least thirty (30) days before the end of the applicable Subscription Term.