

BONFIRE COLLECTIVE
GENERAL TERMS OF SERVICE

These General Terms of Service (these “**Terms**”) govern the services to be provided by Bonfire Collective LLC (“**Company**”) to the customer (“**Customer**”) identified in the proposal, order, statement of work, or similar document incorporating by reference these Terms (the “**Proposal**”). These Terms and the Proposal are referred to as this “**Agreement**”. In the event of a conflict between these Terms and the Proposal, these Terms shall control unless the conflicting term of the Proposal expressly states otherwise. Company and Customer agree as follows:

1. SERVICES. Company shall perform the services as set forth in the Proposal (the “**Services**”) and shall provide those deliverables prepared by Company for Customer under this Agreement (each a “**Deliverable**”). Company shall determine the manner and means of performing the Services and shall use commercially reasonable efforts to perform the Services in accordance with the schedule set forth in the Proposal. Customer acknowledges and agrees that the schedule set forth in the Proposal is an estimate only and is subject to change as the Services proceed. Unless stated otherwise in the Proposal, all Services and Deliverables are accepted upon delivery.

2. CUSTOMER ASSISTANCE. Customer shall provide Company with such resources, information, access to accounts, and assistance as Company may reasonably request in order to perform the Services. Customer acknowledges and agrees that Company’s ability to successfully perform the Services in a timely manner is contingent upon Company’s receipt from Customer of the resources, information, access, and assistance requested. Company will have no liability to Customer for deficiencies in the Services or damages resulting from the acts or omissions of Customer, its agents or employees or performance of the Services in accordance with Customer’s instructions.

3. FEES AND PAYMENT. As compensation for the Services, Customer shall pay Company the fees set forth in the Proposal (the “**Fees**”) and shall reimburse Company for all preapproved expenses Company incurs in performing the Services (the “**Expenses**”). Except as otherwise set forth in the Proposal, Company will invoice Customer on a periodic basis, no more frequently than monthly, for amounts due hereunder, and Customer shall pay Company all amounts invoiced within thirty (30) days of the invoice date. Customer shall make all payments in U.S. dollars. Outstanding balances shall accrue interest at a rate equal to the lesser of 3% per month and the maximum rate permitted by applicable law, from due date until paid, plus Company’s reasonable costs of collection. All Fees due hereunder are exclusive of, and Customer shall pay, all sales, use, and other taxes, export and import fees, customs duties and similar charges applicable to the transactions contemplated by this Agreement, except for taxes based upon Company’s net income. All Fees are non-refundable and are not contingent on any additional services to be provided.

4. DELIVERABLES; OWNERSHIP. Subject to the terms and conditions of this Agreement, the parties understand and agree that any Deliverables provided by Company to Customer shall be the property of Customer. Notwithstanding the foregoing, as between the parties, Company shall retain all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights in any and all tools, routines, programs, designs, technology, ideas, know-how, processes, formulas, techniques, improvements, inventions and works of authorship, and any derivative works thereof, which: (a) are created, developed, owned or licensed by Company outside the scope of this Agreement; or (b) which have general applicability to Company’s business and which are not based on an proprietary or confidential information of Customer (collectively, the “**Company Property**”). Subject to the terms and conditions of this Agreement, Company grants Customer a non-exclusive, non-transferable license, without rights to sublicense, to use any Company Property that is incorporated into the Deliverables, solely for Customer’s use of such Deliverables in accordance with this Agreement and in compliance with all applicable laws. All rights not expressly granted to Customer in this Agreement are reserved by Company.

5. PROPRIETARY RIGHTS; DISPLAY OF DELIVERABLES. Customer understands and agrees that all Deliverables are prepared and provided at the direction of Customer. Company has no obligation to investigate whether any Deliverable infringes on the intellectual property rights of any third party. Customer is solely responsible for obtaining, maintaining, and enforcing any intellectual property rights and registrations in or to the Deliverables. Customer shall not delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed on any Deliverable and shall ensure that all such notices are reproduced on all copies thereof. Customer understands and agrees that Company or its service providers may, without compensation to Customer, use Customer’s name, logo, website, and links, as well as images and/or descriptions of Company’s work, in order to promote and demonstrate Company’s capabilities, products, and services. Promotion may include, and is not limited to: (a) Company’s website and portfolio (print and digital), (b) media publications, (c) social channels, and (d) submissions to competitions for purposes of pursuing awards or recognition.

6. WARRANTIES. Company warrants to Customer that the Services will be performed in a professional manner consistent with industry standards. Company shall, as its sole obligation and Customer’s sole and exclusive remedy for any breach of the warranty set forth in this Section 4.1, re-perform the Services which gave rise to the breach or, at Customer’s

option, refund the Fees paid by Customer for the Services which gave rise to the breach; provided that Customer shall notify Company in writing of the breach within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail. EXCEPT AS PROVIDED IN THIS AGREEMENT, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING.

7. CONFIDENTIALITY.

7.1 Obligations. During the Term and thereafter, each party shall: (a) hold in confidence using a reasonable degree of care the information disclosed by the other party which is either marked as confidential or which should reasonably be known to be confidential to the disclosing party based on the nature of the information or the circumstances of its disclosure (“**Confidential Information**”), (b) not disclose the Confidential Information of the other to any third party without the other’s prior written consent, except as expressly permitted under this Agreement, and (c) limit access to the other’s Confidential Information to those of its employees, contractors, and agents having a need to know who are bound by confidentiality obligations at least as restrictive as those set forth herein. Notwithstanding the foregoing either party may make disclosures as required or requested by a court of law or any governmental entity or agency, provided that such party provides the other with reasonable prior notice to enable such party to seek confidential treatment of such information.

7.2 Exclusions. The restrictions on the use and disclosure of Confidential Information shall not apply to any Confidential Information, or portion thereof, which: (a) is or becomes publicly known through no act or omission of the receiving party, (b) is lawfully received from a third party without restriction on disclosure, (c) is already known by the receiving party at the time it is disclosed by the disclosing party, as shown by the receiving party’s written records, or (d) is independently developed by the receiving party without reference to the other’s Confidential Information, as shown by the receiving party’s written records.

7.3 Injunctive Relief. Each party acknowledges that a breach or threatened breach of this Section 7 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 7 by the other party or any of its employees or agents.

8. TERM AND TERMINATION. The term of this Agreement shall commence on the date the Proposal is executed by both parties (the “**Effective Date**”) and shall continue until the Services are complete or this Agreement is terminated (the “**Term**”). Either party may terminate the Agreement by written notice in the event the other party is in material breach of any obligation under this Agreement or the Proposal and fails to cure such default within thirty (30) days after its receipt of notice thereof. Notwithstanding the foregoing, Company may also terminate the Agreement immediately upon written notice in the event Customer fails to pay any amounts payable hereunder within ten (10) days after receiving written notice from Company that payment is due. Upon the termination of this Agreement, (a) each party shall return the other’s Confidential Information in its possession or control, and (b) Customer shall pay all amounts owed to Company under this Agreement which accrued before such termination. Sections 3 (Fees and Payment), 4 (Ownership; License), 7 (Confidentiality), 8 (Effect of Termination), 9 (Limitation of Liability), and 10 (General Provisions) will survive the termination of this Agreement for any reason.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES. IN NO EVENT WILL EITHER PARTY’S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES EXCEED AN AMOUNT EQUAL TO THE AGGREGATE AMOUNT OF FEES PAID TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

10. General Provisions. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and, except as expressly set forth in this Agreement, neither party has the right or authority to assume or create any obligation on behalf of the other party. This Agreement shall be governed by and construed in accordance with the laws of state of Colorado, without reference to conflict of laws principles. This Agreement may not be amended except by a writing signed by both parties hereto. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party; except pursuant to a transfer of all or substantially all of such party’s business and assets to which this agreement relates, whether by merger, sale of assets, sale of stock, or otherwise. Any assignment in violation of this provision

will be void. This Agreement will be binding upon each party's valid heirs, successors, and assigns. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. If a provision of this Agreement is unenforceable, invalid, or illegal, then the intent of the parties is that (a) the validity, legality, and enforceability of the remaining provisions of the Agreement remain in force and not be affected in any way, and (b) the unenforceable, invalid, or illegal provision remain in force, and be interpreted or reformed to accomplish the objectives of such provision, to the greatest extent possible under applicable law. Neither party shall be liable for any breach of the Agreement, or for any delay or failure of performance, resulting from any cause beyond that party's reasonable control, including the weather, civil disturbances, acts of civil or military authorities, or acts of war or terrorism. In any action, arbitration, or other proceeding brought in connection with this Agreement, a prevailing party shall be entitled to recover from the other party, and the other party shall pay, the prevailing party's reasonable attorneys' fees, costs, and expenses that are incurred in connection with such action, arbitration, or proceeding. A prevailing party's right to recover reasonable attorneys' fees, costs, and expenses is to be proportional to the amount of claims on which the party actually prevailed in relation to the total amount of claims alleged, pursued, or brought by that party. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. All notices to be provided under this Agreement shall be made to Customer at the address provided in the Proposal or to Company at: erik@thebonfirecollective.com.