

MASTER SERVICES AGREEMENT

1. GENERAL

a. **Terms and Conditions.** The following sets forth the terms and conditions under which SnuggleMud, LLC ("Consultants") will provide certain services to Bishop McDevitt High School (the "Services") as summarized in the Proposal, of which this Master Services Agreement is apart. A detailed description of the services to be provided hereunder shall be set forth in one or more statements of work (each, a "Scope of Work"), the first of which is attached hereto and made a part hereof. The Parties recognize and agree that SnuggleMud' rendering of the Services under this Agreement may result in (a) tangible goods, including, but not limited to strategies, plans, business marketing, branding, and design materials, and/or (b) intangible Intellectual Property Rights (defined below), including but not limited to trademarks, copyrights, and digital, online platforms (collectively, the "Deliverables"). Any and all Deliverables produced by Consultants in the rendering of the Services hereunder shall be governed by the terms and conditions of this Agreement.

b. **Additional Scope of Work/Change Orders.** Any subsequent Scopes of Work shall be deemed issued and accepted only if signed by a SnuggleMud Contract Manager, appointed pursuant to Section 1(c) attached hereto, and shall thereafter be made a part hereof and governed hereby. Each Scope of Work shall not be changed in any material respect without a mutually agreed upon change order executed by an authorized representative of Client and a Contract Manager of SnuggleMud. Unless otherwise agreed to by the parties, all additional services set forth shall be billable on a time and materials basis, at SnuggleMud's standard hourly rates then in effect.

c. **Contract Manager / Staffing.** The signatory of this Agreement on behalf of SnuggleMud is appointed as the Contract Manager. One or more employees of SnuggleMud may be staffed on the project, at the discretion of SnuggleMud, as it deems necessary to perform the services, and, the change or re-staffing of such individuals shall in no way be deemed of a breach of any provisions of this Agreement. Notwithstanding the forgoing, SnuggleMud shall use its best efforts to ensure that the staffing is consistent, timely, and efficient.

2. PRICING AND PAYMENT TERMS

a. **General.** For and in consideration of SnuggleMud's performance of its obligations hereunder, Client shall pay to SnuggleMud the compensation described in the "Pricing" section of the Proposal on the payment terms set forth in the Proposal (the "Compensation"), plus costs for applicable expenses in accordance with the terms and conditions of this Section 2. If the Client fails to return the executed Agreement by 5 PM EST on the thirtieth (30th) day after the Effective Date SnuggleMud shall be under no obligation to supply or otherwise offer to the Client any of the Deliverables at the prices set forth in this Agreement.

b. Accepted Methods of Payment

1. Electronic Funds Transfer to TD BANK Account No: 4342890905 Routing No: 031201360
2. Check Delivered via United States Postal Service to SnuggleMud, LLC, 5411 Promenade BLVD, Fair Lawn, NJ 07410
3. United States Dollars

Client initials:

c. **Delinquency.** All late payments shall result in a suspension of services until payment is received. Once full payment for a Renewal Term has been made, the Consultants will resume provision of the Services. If a suspension of Services occurs, the full payment for the applicable Renewal Term shall be due, and will not be prorated for any time the Services are suspended.

3. SERVICES

a. **Acceptance.** All services to be delivered hereunder shall be deemed accepted by the Client, if not rejected in writing within five (5) business days of SnuggleMud's submission to the Client and/or upon final payment of the Compensation. If the Client rejects the services rendered hereunder, the Client shall provide a detailed statement describing the rejection, and SnuggleMud shall correct and/or modify the non- conforming services within fifteen (15) days thereof (or such other period of time as mutually agreed upon in writing between the parties). In the event that the Client remains unsatisfied with the delivery of such services after resubmission by SnuggleMud, SnuggleMud and the Client shall promptly meet and discuss the Client's rejection in good faith, and agree to a resolution of the Client's rejection.

b. **Subcontracting.** SnuggleMud in its discretion may subcontract any services described in this Agreement to a subcontractor of its choosing, provided that SnuggleMud first obtains from such subcontractor an agreement to provide such subcontracted services on substantially the same terms as this Agreement.

c. **Client Responsibilities.** In connection with SnuggleMud's performance of the services specified in the Scope of Work, Client agrees to provide SnuggleMud, in addition to performing those tasks and assuming those responsibilities specified in the Scope of Work, (i) reasonable access, both physical and virtual, in a timely fashion to Client systems, facilities and content (if applicable) as reasonably required for SnuggleMud to perform such services, (ii) reasonable access to the appropriate Client personnel including network, systems, operations and applications personnel during the term of this Agreement, and (iii) a lead project manager who will act as a direct liaison with SnuggleMud's project manager and be responsible for communicating with, and providing accurate information and feedback to, SnuggleMud in a timely manner in connection with the services provided hereunder. Client agrees to secure all necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing. Client agrees to back up all data, files and information prior to the commencement of any services and assume sole responsibility for all such data, files and information.

d. **Protracted Delinquency Clause.** In the event that Client becomes unresponsive for a period of 30 (thirty) or more days, despite SnuggleMud's attempts to reach it no less than three times via a combination of either mail, email, or phone with such attempts going unanswered, SnuggleMud may terminate the contract. Pursuant to this clause, such termination does not release Client from its financial obligations to SnuggleMud and/or third parties.

5. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, SnuggleMud shall be an independent contractor in providing the Deliverables hereunder with the sole right to supervise, manage, operate, control and direct the provision of such Deliverables and the sole obligation to employ, compensate and manage its employees and business affairs. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee/employer or principal/agent, or otherwise create any liability whatsoever of any party with respect to the indebtedness, liabilities, obligations or actions of the other party.

6. OWNERSHIP RIGHTS

a. The parties agree that for the purpose of ownership pursuant to Section 201 of the Copyright Act, the Deliverables shall be works made for hire for Client and are the sole and exclusive property of Client, its successors and assigns for all copyright terms, renewal terms, and revivals thereof throughout the world, for all uses and purposes whatsoever (e.g., display, reproduce, prepare derivative works, etc.). However, Client may not distribute the Content for profit without the written consent of Consultants. Consultants retain the right to use the Content for the purpose of (1) providing samples of the Consultants' work to prospective clients; (2) marketing and promotion of Consultant's services; or (3) instruction – including, but not limited to, presentations, lectures, webinars, and published material in any medium.

7. TERM, TERMINATION

a. **Term.** This Agreement shall commence on the Effective Date, and continue until the date of final acceptance of the final Deliverable under the Scope of Work, unless terminated earlier in accordance with the terms of this Agreement (the "Term").

b. **Termination.** This Agreement may be terminated prior to the expiration of the Term upon prior written notice: (i) by SnuggleMud, if the Client fails to pay any amount when due hereunder and such failure continues for a period of ten (10) days following written notice thereof, (ii) by SnuggleMud, if the Client acts in any manner that requires SnuggleMud to protect its personnel from harm, (iii) by either party, if the other party commits a material breach of any provision of this Agreement and such breach continues for a period of thirty (30) days following a written request to cure such breach, (iv) by either party, effective immediately, if the other party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law or makes or seeks to make a general assignment for the benefit of its creditors or applies for or consents to the appointment of a trustee, receiver or custodian for a substantial part of its property, or (v) by either party, in the event of a Force Majeure Occurrence (as defined in Section 9) affecting the other party which continues for more than sixty (60) days. The expiration or termination of this Agreement, for any reason, shall not release either party hereto from any liability which at said time has already accrued to the other party, including any payment obligation that has accrued hereunder. If the Client terminates this Agreement without cause prior to the end of the Term, Client must give Consultants ten (10) business days written notice of termination and shall remain obligated to remit the balance of compensation for services provided by Consultant during the Term.

8. INDEMNIFICATION

CLIENT EXPRESSLY AGREES THAT IT WILL INDEMNIFY AND HOLD CONSULTANT HARMLESS FOR ANY AND ALL CLAIMS, LOSS, SUIT, LIABILITY OR JUDGMENT, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, BASED UPON OR RELATED TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO ANY CLAIM OF LIBEL, SLANDER, PIRACY, PLAGIARISM, INVASION OF PRIVACY, INFRINGEMENT OF INTELLECTUAL PROPERTY. Client warrants and represents that all materials supplied by Client are original and have not been previously published, or that consent to use has been obtained; that Client has full authority to enter this agreement; and that the materials supplied by Client do not contain any obscene, libelous or unlawful matter. The parties agree that they shall not hold each other or its agents or employees liable for any incidental or consequential damages which arise from their failure to perform any aspect of this Agreement in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the parties or a third party.

9. SERVICE INTERRUPTION

If provision of Consultant's Services are interrupted or materially interfered with by reason of governmental law, ordinance, order or regulation, or by reason of fire, flood, earthquake, labor dispute, lockout, strike, accident, litigation, threat of litigation, act of God or terrorism or by reason of any other cause, thing or occurrence not within Consultant's control (collectively, "Force Majeure"), Consultant shall have the right to suspend or terminate this Agreement and shall have no further obligation to Client hereunder. Client will still be required to compensate Consultant for all work already completed. Consultant's obligations and rights shall be extended for the time period equal to the period of such suspension. When such events have abated, Consultants obligations hereunder shall resume. In the event the interruption continues for more than thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

10. MODIFICATIONS

This Agreement is the entire understanding of the parties. Modifications of this agreement must be in writing and signed by both parties.

11. RELEASES

Client agrees to exercise due diligence in its preparation of any materials submitted to Consultant. Client is responsible for all trademark, servicemark, copyright and patent infringement clearances. Prior to publication, Client is responsible for arranging any necessary releases or clearances of materials prepared by Consultant.

12. WAIVER

No waiver by either party or any failure by the other party to keep or perform any covenant or condition of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or any other covenant or condition. Neither the expiration nor any other termination of the Agreement shall affect any warranty or undertaking on the part of Client. The remedies provided in this Agreement shall be deemed cumulative and the exercise of any one shall not preclude the exercise of or be deemed a waiver of any other remedy, nor shall the specification of any remedy exclude or be deemed a waiver of any rights or remedies at law, or in equity, which may be available to Consultant, including any rights to damages or injunctive relief. All rights granted to Consultant are irrevocable and without right of rescission by Client or reversion to Client under any circumstances whatsoever, and Client's rights and remedies shall be limited to the recovery of damages.

13. GOVERNING LAW & JURISDICTION

The validity and enforceability of this agreement shall be governed by the laws of the State of New Jersey, without giving effect to its conflict of laws rules. The parties each (i) irrevocably submit to the jurisdiction of any state court sitting in New Jersey or the United States District Court for New Jersey in any action arising out of this Agreement, (ii) agrees that all claims in such action may be decided in such court, (iii) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum, and (iv) consents to the service of process by mail. A final judgment in any such action shall be conclusive and may be enforced in other jurisdictions. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or shall affect its right to bring any action in any other court.

14. ASSIGNMENT

Client shall have the right to assign all or any part of its rights under this Agreement to any person or entity, but no such assignment shall relieve Client of its payment obligations hereunder. This Agreement will be binding upon and inure to the benefit of the both party's respective licensees, successors and assigns.

16. SEVERABILITY

Each provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

17. NOTICES

All notices and other communications under this Agreement shall be given in writing (i) by personal delivery by prepaid overnight or international courier service, or (ii) registered or certified mail, return receipt requested, or (iii) by email, facsimile, or other electronic form of communication as may be provided in writing by a Party. Notices are deemed given on receipt or attempted delivery if receipt is refused.

18. ACCEPTANCE OF TERMS

The signature of both parties shall evidence acceptance of these terms.

[signature page to follow; remainder of page intentionally left blank]

ACCEPTANCE OF MSA

Each party has read this Master Services Agreement, its Terms & Conditions and agrees to be bound thereby:

PROPOSED AND AGREED BY:

SNUGGLEMUD

PRINTED NAME

TITLE

SIGNATURE

DATE

PROPOSED AND AGREED BY:



PRINTED NAME

TITLE

SIGNATURE

DATE

[this is the effective date]