
Work Agreement

THIS AGREEMENT made as of this **DATE** day of **DATE**, (hereinafter called the “execution date” by and between BLUE MARBLE MEDIA, INC. (hereinafter referred to as “BLUE MARBLE”), and

CLIENT (hereinafter referred to as “Client”), shall constitute the terms and conditions under which BLUE MARBLE will perform services in order to complete Projects which will be more particularly described in the Statement of Work (SOW) created under this Agreement.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, BLUE MARBLE and Client hereby agree as follows:

ARTICLE I. AGREEMENT TERM

The term of this Agreement is five (5) years that shall commence on **DATE** and terminate absolutely on **DATE**. The Agreement term will cover all Client projects delivered and more particularly described in the Statement(s) of Work (alternatively referred to as SOW). Notwithstanding the foregoing, BLUE MARBLE agrees to complete all work undertaken pursuant to an SOW executed prior to termination of this Agreement.

ARTICLE II. PAYMENT

The Client shall pay BLUE MARBLE for services to be performed under this Agreement and more particularly described in the Statement(s) of Work. Payment is due net thirty (30) days from date of invoice, unless otherwise stated in the SOW. The project price is guaranteed for a maximum of thirty (30) days from the date of the Statement of Work. Statements of Work will include specific payment terms for identified project details.

ARTICLE III. STATEMENT OF WORK

BLUE MARBLE agrees to provide all professional services, equipment, and all things necessary for Project as identified in the SOW attached and incorporated herein by reference as “Attachment A”. The Statement of work will include 1) a cost estimate for the Project; 2) deliverables; 3) assumptions and dependencies to include but not limited to license agreements for the use of stock photos or footage, on-screen actors and voiceover narrators, and/or music; and 4) specific payment terms.

ARTICLE IV. GENERAL CONDITIONS

- A. **Additional Work**: All additional work beyond that identified in “Attachment A, Statement of Work” shall be requested in writing and identified as a Change Order signed by authorized Party representatives. The Change Order will contemplate cost and time that may impact the initial Agreement. Blue Marble will not be responsible for verbal requests for work that are not identified in the Statement(s) of Work and /or Change Orders.
- B. **Proprietary Rights**: Both parties to this Agreement shall retain ownership of all right and title, and interest in their intellectual property, including all proprietary rights therein, owned by it as of the date of the execution of this Agreement or developed solely by it during the term independent of this Agreement. “Intellectual Property” means all patents, copyrights, trademarks, trade secrets and other intellectual property rights including applications therefore, now or hereafter protectable by law in any jurisdiction. Neither party to this Agreement shall use in any manner any trademarks, trade names, logos or other marks which are owned by the other party or which the other party is licensed to use, except as authorized in writing by such party.
- C. **Confidential Information**: Any and all technical, product and other confidential knowledge or information, including, but not limited to designs, specifications, inventions, intellectual property, customers, vendors and other supplier, personnel, financial information, marketing and sales information, obtained by either party about the other party in the course of their performance of this Agreement (collectively “Confidential Information”) shall remain such disclosing party’s property and shall be maintained in confidence and safeguarded by the other party.
- D. **Successors and Assigns**: Neither party shall sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Agreement or their right, title, or interest therein to any person, firm, or corporation without the previous written consent of the other party. If one party consents to any such assignment or transfer, then the other party binds itself, its partners, successors and assigns to all covenants of this Agreement.
- E. **Termination and/or Cancellation of Agreement**: This Agreement may be terminated by either Party under the following conditions:
- 1) for cause, upon not less than thirty (30) days prior written notice to the other party if the other party has failed to perform any of its material obligations under this Agreement and such failure is not remedied within such thirty (30) day period;
 - 2) upon notice to the other party, if the other party files voluntarily or involuntarily, a petition in bankruptcy under any section of the Bankruptcy Act; becomes insolvent, makes an assignment for the benefit of creditors; or has a receiver appointed for it;



3) for convenience, on not less than 90 days prior written notice to the other party provided, however, if BLUE MARBLE terminates the Agreement pursuant to this Section D. 3), it shall complete all work detailed in a previously executed SOW.

- F. **Cancellation:** In the event that the Project is cancelled by Client at any point between the onset of production and the completion of the Project, Client must notify BLUE MARBLE in writing. Client will be responsible for payment of any and all services rendered prior to and including the date BLUE MARBLE receives written notice of cancellation. Client will also be liable and will reimburse BLUE MARBLE for any cancellation charges resulting from scheduled time or services booked before date of cancellation.

- G. **Indemnification Agreement:** Each party agrees, at its expense and under its control (including selection of counsel), to defend and/or settle any claim, suit or proceeding brought by a third party (each, a "Claim") against the other party, alleging that material for a Project delivered completed pursuant to an SOW infringes any United States copyright. The foregoing indemnification shall not apply to any use by Client of such provided material that is outside the scope of that permitted by the terms of this SOW.

- H. **Governing Law:** The laws of the State of Georgia shall govern the construction of this Agreement without regard for conflicts of laws. In interpreting this Agreement in its entirety, the printed provisions of this Agreement, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Agreement shall be construed against either party hereto.

- I. **Venue:** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts located in DeKalb County, Georgia.

- J. **Party Representative:** BLUE MARBLE and Client may designate a representative with authority to make decisions related to the Statement of Work provided under the Agreement. In the event of such designation, said representative shall be consulted and their written recommendation obtained before any request for extra work is presented to BLUE MARBLE.

- K. **Waiver:** The failure of either party to enforce any of its rights under this Agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from acceptance or payment of any invoices. No waiver of any right shall extend to or affect any other right a party may possess or to any subsequent similar or dissimilar event.



- L. **Warranties:** BLUE MARBLE and Client represent that materials provided pursuant to the Statement of Work shall not infringe or violate the rights of any third party, including any rights arising under the law of copyright, patent, or trade secret law. The use of music, stock photos or footage, on-screen actors and voiceover narrators will be detailed to the Client in an acceptance letter to include the specific terms and length of use of the material. The acceptance letter is issued at the completion of the project and must be signed by the Client before the work will be released. Client warrants that it has obtained all necessary consents and releases before submitting materials to BLUE MARBLE for use in any given project outlined in the Statement(s) of Work.
- M. **Sole Agreement:** This Agreement constitutes the sole Agreement between BLUE MARBLE and the Client regarding the subject matter set forth herein. The terms, conditions, and requirements of this Agreement may not be modified, except by Change Order in writing and expressly incorporated within the Agreement. No verbal agreement or conversation with any officer, agent, or employee of BLUE MARBLE or Client, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.
- N. **Attachments and Appendices:** This Agreement includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Statement of Work; Attachment B, Proof of Insurance; Appendix I, BLUE MARBLE's RFP Response.
- O. **Severability:** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- P. **Notices:** Any notice or consent required to be given pursuant to this Agreement shall be made in writing and shall be deemed to have been given when personally delivered by overnight courier or when sent by first class registered or certified mail, return receipt requested, with proper postage prepaid, or transmitted by facsimile or electronic mail transmission and addressed as follows: All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen (14) days before such notice is sent. Such notices will be addressed as follows:



If to Blue Marble:

Blue Marble
Attention: Cara Barineau, President
2987 Clairmont Road, Ste 325
Atlanta, GA 30329

cmb@bluemarblemedia.com

If to the Client:

- Q. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement.
- R. **Controlling Provisions:** The Agreement for this Project shall govern the Work. If any portion of the Agreement shall be in conflict with any other portion, the various documents comprising the Agreement shall govern in the following order of precedence: Statement(s) of Work, Change Orders, Work Agreement or modifications issued after execution of the Agreement **and the provisions of BLUE MARBLE'S RFP response.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

BLUE MARBLE MEDIA, INC.

Client

Signature

Signature

Cara Barineau, President
Name, Title (Print or Type)

Name, Title (Print or Type)

Date

Date

