

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement"), dated _____ (the "Effective Date"), is between bluemia, Inc., an Arizona corporation ("bluemia"), and _____ ("Customer").

RECITALS

- A. bluemia is a leading provider of signage, billboards, barricade, banner walls, building wraps, vehicle wraps and other marketing solutions.
- B. Customer desires to purchase certain services and goods from bluemia from time to time.
- C. The parties are interested in entering into a master agreement that provides the terms and conditions regarding the purchase of Products and/or the provision of Services.
- D. The parties recognize that business terms related to services and purchases will be addressed in a variety of documents, estimates, Statements of Work, and/or bluemia Purchase Forms all of which shall be incorporated herein and collectively and individually referred to as "Business Terms."

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** The following terms shall have the meanings specified below.
 - a. "**Applicable Law**" shall include all federal, provincial, state and local laws, statutes, regulations, codes, ordinances, orders, rules, and/or executive orders, as amended, applicable to the Deliverables and/or obligations of the parties hereunder.
 - b. "**bluemia Purchase Forms**" includes estimates, purchase orders, responses to Customer's Requests for Proposals, and any written document which contain the terms of the purchase of Product, including the costs, transportation, and taxes related

to the use or sale of the Products.

- c. "**Deliverables**" are herein referred to as Services and Products.
- d. "**Products**" are all goods, materials, and items sold by bluemia to Customer, or provided by bluemia in connection with the provision of Services, which may be purchased prior to, on or after the Effective Date of this Agreement.
- e. "**Services**" shall be described in an estimate, Statement of Work or other writing and shall also include any future work or work performed by bluemia prior to the execution of this Agreement or any Services performed with or without a written estimate, Statement of Work or as specified in any bluemia Purchase Forms.
- f. "**Statement of Work**" means a document in writing signed by both parties, that: (a) details the scope of work to be performed by bluemia, including all applicable Services, Deliverables, and other materials to be provided to Customer, which may also include Products; (b) identifies the locations that the Services shall be completed; and (c) specifies the applicable payment terms, including the hourly rate or fixed price for performing the Services. A Statement of Work may include an estimate that bluemia agrees in writing that will provide the Services and/or Products to be provided by bluemia.

2. **Services.** The following provisions shall apply to any Services rendered by bluemia:

- a. **Duties of bluemia.** bluemia shall perform Services in accordance with this Agreement and as detailed in any SOW. If the parties desire changes to the Services, including alterations in, additions to, or deletions from the Services, or changes in the sequence of the performance of the Services, and such request affects the completion, substance, and/or Compensation, as defined herein, the change shall be mutually agreed to in writing. Customer shall bear any and all expenses related to increases in costs related to any changes. Should Customer desire to cancel any order for Products or Services, bluemia will take reasonable steps to mitigate the damages incurred as a result of such cancellation, but Customer shall remain responsible for any and all costs and expenses incurred and will pay for Products

and Services rendered up to the date of cancellation.

b. Subcontractors and Assignment. bluemia may, without Customer's prior written consent, engage any person or entity as a subcontractor to perform all or any part of the Services set forth in an SOW.

c. Warranties and Representations. bluemia warrants and represents that it: (a) has all applicable licenses necessary for the performance of Services; (b) for a period of 15 days following completion of the Services, it shall perform its Services in a professional, workmanlike, and diligent manner in accordance with this Agreement and Applicable Law (as defined herein). Except as expressly provided for herein, Customer accepts the Products and/or Services in an AS-IS/WHERE IS condition. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. Within 15 days of delivery, bluemia will repair or replace the Products or will re-perform the Services, provided that such product or service is deemed defective by bluemia. Performance of such repair or replacement will be bluemia's sole and exclusive obligation with respect to any defects (deemed defective by bluemia) in the Products or Services, and Customer's rights to enforce such performance by bluemia will be Customer's sole and exclusive remedy with respect to any defects in the goods or services in limitation of any contract, warranty or other rights, whether express or implied, that Customer might otherwise have under applicable law. BLUEMEDIA WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUE OR OTHER INCIDENTAL EXPENSES.

d. Ownership of Pre-Existing Work; License. Except as provided herein, each party reserves all their respective rights, title, and ownership in their respective intellectual property owned or developed by or for each party respectively and independently of this Agreement. Customer represents and warrants to bluemia that all materials supplied to bluemia shall not infringe on the intellectual property or other rights of a third party and do not misappropriate a trade secret of a third party. For the duration of this Agreement, Customer hereby grants bluemia a fully-paid, license (with the right to sublicense) to use any and all materials, trademarks, trade names,

copyrighted works, patents and/or other information delivered to bluemia for purposes of this Agreement and the Services to be performed by bluemia and the delivery the Products.

e. Weather and Cancellation of Event. Customer is required to pay bluemia for the performance of its Services and any Products ordered even in the event of inclement weather or cancellation of the event that is the subject of bluemia's Services or the Products. If Customer's event is cancelled and bluemia is provided with timely notice of such cancellation bluemia will take reasonable steps to mitigate any additional expenses to be incurred.

f. Permits. Customer shall be solely responsible for obtaining and maintaining any and all permits, approvals, authorizations or other governmental requirements in order for bluemia to perform the Services and deliver any Products. In the event that a waiver is signed to permit the production of certain Products or Services conditioned on the issuance of a permit or governmental authorization and such permit or governmental authorization is not or cannot be obtained, then Customer shall bear any and all expenses related to such work, regardless of whether such permit or governmental authorization ever issues. In addition, Customer shall bear all responsibility and shall pay any and all costs for any changes or modifications required by any governmental authority or entity upon the issuance of any permit or governmental authorization.

g. Special Provisions Regarding Paint and Graphics. bluemia is not responsible for any paint peeling, chipping or otherwise decaying from the vehicle or structure on which such paint is applied. Customer must remove any graphics applied prior to the end of any warranty period – such applied graphics may cause damage if left on beyond the warranty period. Car and other wraps cannot be applied to every surface and there can be misalignment of panels on graphics or wraps. bluemia will perform its Services consistent with the warranties stated herein. There can also be color variations among panels or sections. bluemia may provide Customer with an opportunity to purchase a color test swatch. If Customer fails to acquire a color test swatch, then Customer hereby waives any claims related to color. bluemia shall not be responsible for any damage caused by applied graphics.

3. Products. The following provisions shall apply to any Products provided by bluemia:

a. Sale and Purchase of Products. Customer may purchase from bluemia and bluemia may sell to Customer Products for Customer's use from time to time.

b. Design Approval. Customer approves the design of the Products and Services. Any changes to the Products and Service may require an increase in the price charged to Customer and may require Customer to execute and deliver additional documents. Because of potential differences in equipment substrates, inks and other conditions between color proofing and production operations, a reasonable variation in color proofs and the completed Product or Services will constitute a sufficient tender of delivery, entitling bluemia to full payment.

c. Delivery; Inspection; Title and Risk of Loss. If the delivery term is not otherwise specified in the Business Terms, the Products will be delivered EXW (Incoterms 2012) to bluemia's warehouse. Customer will notify bluemia of any claim, including condition, quality, shortages, non-conformance, or grade of the Products within 24 hours of delivery. From and after the time goods are delivered to carrier for transportation, Customer will be responsible for risk of loss, theft, damage, or destruction of goods. Customer will pay all transportation charges incurred after the goods are delivered to the carrier. Where Customer furnishes special transportation instructions, any additional or special expenses will be exclusively borne by Customer, including special handling, packaging, and additional freight charges. bluemia is not responsible for shipping delays.

d. Disclaimer of Warranties by bluemia. Except as expressly provided for herein, Customer accepts the goods or services in an AS-IS/WHERE IS condition. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. Within 15 days of delivery, bluemia will repair or replace the goods or services, provided that such product or service is deemed defective by bluemia. Performance of such repair or replacement will be bluemia's sole and exclusive obligation with respect to any defects (deemed defective by

bluemia) in the goods or services, and Customer's rights to enforce such performance by bluemia will be Customer's sole and exclusive remedy with respect to any defects in the goods or services in limitation of any contract, warranty or other rights, whether express or implied, that Customer might otherwise have under applicable law. bluemia will not be liable for any consequential, incidental, punitive or special damages. bluemia will pass along any manufacturer's warranty to Customer to the extent possible.

4. General Terms and Conditions.

a. Non-Exclusive. This Agreement is not an exclusive engagement with bluemia, and bluemia may be engaged by other customers.

b. Payment. Payments will be due upon the earlier of the date of delivery of the goods and services ordered, or the date and terms specified in bluemia's invoice. bluemia reserves the right to assess service charges of one and one-half percent (1.5%) per month on overdue accounts. Price quotes may be exclusive of taxes, and Customer shall pay applicable taxes, if any. Customer acknowledges that it will be entirely responsible for payment of any taxes, which may be due or may become due. Customer hereby authorizes bluemia to file a lien, security interest and/or other encumbrance, including, without limitation, the filing of a UCC-1 Financing Statement in the jurisdiction of the Customer, on any and all assets of Customer, including, without limitation, any real property of Customer, to secure payment of the fees and expenses incurred hereunder. Without waiving any rights hereunder, bluemia shall be entitled to any and all rights and remedies under the Uniform Commercial Code to create, perfect and foreclose on a security interest granted hereunder.

c. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue unless terminated hereto. Customer may terminate this Agreement or any SOW for convenience upon notice to bluemia, without further obligation or liability, provided that Customer shall pay bluemia for any and all costs incurred by bluemia up until the date of termination and all unpaid invoices and disbursements incurred by bluemia for Services or Products. Either party may terminate this Agreement in the event of a breach of this Agreement by the other party on 10 days prior written notice and an opportunity to cure such default.

d. Independent Contractor. Nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the parties and bluemia is an independent contractor. Each party shall control and direct the methods by which it performs its responsibilities hereunder. Except as provided herein, neither party is authorized to act on behalf of the other in any other matter whatsoever.

e. Confidentiality of Information. By virtue of this Agreement, each party may have access to information that is confidential to the other party. "Confidential Information" is information that, by its nature, ought to be treated as proprietary and confidential or that a reasonable person ought to conclude is confidential, which is disclosed by one party, or such party's subcontractor or agent, to the other party orally or in tangible form that is related to this Agreement or the parties' relationship, business, technical, systems and/or engineering information, financial data, forecasts, marketing and sales information, customer and employee information, pricing and cost data, bluemia information, marketing strategies, and general non-public business information, third-party confidential information that the supplying party has a duty to maintain as confidential and has so informed the receiving party of that duty, and other valuable information designated by the supplying party as confidential information expressly or by the circumstances in which it is provided. Confidential Information of a party shall not include any information that: (a) is or becomes part of the public domain or which is publicly available through no act or omission of the receiving party and through no breach of this Agreement; (b) that the receiving party can demonstrate is known to the receiving party at the time of disclosure without an obligation to keep it confidential; (c) becomes rightfully known to the receiving party from another source without restriction on disclosure or use; or (d) the receiving party can show is independently developed by the receiving party without the use of or any reference to Confidential Information. At the completion of any SOW or upon request, the receiving party agrees to return or destroy, at the disclosing party's election, any and all Confidential Information. The parties agree, on behalf of themselves and their subcontractors and unless required by law or by the written consent of the other, not to make each other's Confidential Information available in any form to any third party for any purpose, except to its own employees, legal and financial advisors, accountants

and other agents, having a "need to know." Each party agrees to take all reasonable steps required to ensure that Confidential Information is secure and is not disclosed or distributed by its directors, officers, employees, agents, or subcontractors in violation of the terms of this Agreement. If disclosure of Confidential Information is required by any applicable federal, state, or provincial law, rule, regulation, or judicial order, the party receiving such legal process shall, prior to making such disclosure, first give notice to the other party and shall assist the other party in its efforts to obtain a protective order at the sole expense of the other party.

f. Publicity. bluemia may use any trademarks, service marks, visual product representations, trade names, logos, or other commercial or product designations of Customer in promotional materials for bluemia.

g. Non-Solicitation. The parties shall not employ or solicit any of the other party's employees or ex-employees substantially involved in the SOW referenced herein while performing Services and for a period of six (6) months following the date any Services were last performed, without the other party's prior written consent. However, this restriction does not apply in the event that a party's employee or ex-employee responds and is hired through a general job posting or public advertisement made in the ordinary course of the party's business.

h. Indemnification. Customer and its officers, directors, employees, agents, assigns, successors, and subcontractors ("Indemnitor") shall defend, indemnify, and hold harmless for, from, and against bluemia and its officers, directors, employees, agents, assigns, successors, and subcontractors ("Indemnitee") for, from, and against any and all threatened or actual costs, claims, losses, liabilities, penalties, fines, taxes, interest, citations, expenses, forfeitures, liens, property damage, environmental contamination, bodily injury, death or other damages, and/or intellectual property infringement (including settlements, defense costs, judgments, court costs, expert(s) fees, and reasonable attorneys' fees) of any nature whatsoever and whether arising prior to, or after the execution or termination of this Agreement ("Claim"), arising out of, related to or based on the Indemnitor's: (a) breach of this Agreement; (b) negligent act(s) or omission(s); (c) violation of Applicable Law; and/or (d) any claim); or threatened claim of infringement

by a third party. Indemnitor agrees to defend, at its sole cost and expense, the Indemnitee in any action or proceeding arising out of any such Claim by counsel selected by the Indemnitee and to pay promptly all costs and expenses arising in connection with such defense including, attorneys' fees and expert witnesses' fees.

i. General Representations and Warranties.

Each party represents and warrants to the other that: (a) it has the right to enter into this Agreement, to grant the rights set forth in this Agreement, and to perform fully all of the Deliverables and obligations contemplated by this Agreement; (b) the person entering into this Agreement is authorized to sign this Agreement on behalf of the party; (c) the parties have reviewed this Agreement with their respective legal counsel to the party's satisfaction or voluntarily waived their right to do so; (d) this Agreement has been validly executed and delivered constituting a legal, valid, and binding obligation enforceable in accordance with its terms; (e) it is not subject to any agreement with any party that will or may be violated by the performance of the work set forth herein and that it will not, during the term of this Agreement, improperly use or disclose any Confidential Information or trade secrets of any third party; (f) it is in compliance with all Applicable Laws, treaties, and regulations; (g) it will not infringe or encroach upon any party's personal, contractual, or proprietary rights including, patents, trademarks, trade names, copyrights, rights of privacy, trade secrets, and/or other intellectual property rights; and (h) all information and representations made to the other party are true, accurate, and complete. The foregoing warranties are in addition to all warranties express and implied herein.

j. Compliance with Laws and Policies. Customer agrees to be in full compliance with all Applicable Law and Customer Policies applicable to the Deliverables and/or obligations of the parties hereunder. "Customer Policies" shall include any policies and procedures set forth here: <http://www.bluemia.com/about/resources/>. Customer shall maintain, in suitable form, books and records in compliance with the requirements of any such laws, rules, regulations, and policies.

k. Severability. If any portion or portions of this Agreement shall be deemed invalid or unenforceable for any reason, the remaining portions shall be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid

intention of the parties hereto. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

l. Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement.

m. Counterparts. This Agreement may be executed via facsimile, each of which shall be deemed an original, and in several counterparts all of which shall constitute one and the same instrument.

n. No Third-party Beneficiary. Neither party intends to, nor shall this Agreement create, in any manner whatsoever, an interest or beneficiary in a third party.

o. Incorporation By Reference. All bluemia Purchase Forms and SOWs are incorporated into this Agreement in their entirety. In the event the parties sign an SOW simultaneously hereto, it shall be attached as "Exhibit A." Subsequent Business Terms shall be numbered for identification.

p. Notices. Any notice required by this Agreement will be in writing and delivered to the principal business address of each party. Notices will be deemed effectively given: (a) upon three (3) days after being sent by certified or registered mail, postage prepaid, return receipt requested; (b) upon the next business day after being sent overnight by a major U.S. overnight document courier; or (c) upon receipt of confirmation following transmission via the internet, by electronic mail, or by a facsimile machine if received on a business day during business hours (otherwise, deemed received the next business day) if followed by a hard copy sent by mail using one of the delivery methods in (a) or (b) above.

q. Attorneys' Fees. In the event either party brings any action of any nature, arising under or out of this Agreement or Services, the prevailing party shall be entitled to receive from the other party its attorneys', experts', investigation, and other related fees, costs, and expenses.

r. Assignment. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Neither party may assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding anything herein to the contrary, bluemia may freely assign this Agreement in connection with a transfer to a related party or due to a merger, consolidation, or sale of substantially all of its assets and/or stock.

s. Jurisdiction and Governing Law. The parties specifically agree to the venue and jurisdiction being exclusively in the federal and state courts situated in Maricopa County in the State of Arizona, United States. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona in the United States without regard to conflict of law provisions or international treaties or conventions.

t. Waiver. Except as otherwise provided for herein, failure of either party to insist upon strict performance of this Agreement, or to exercise any option herein, shall not be construed as a modification or waiver of any provision, right, or obligation under this Agreement.

u. Entire Agreement/Amendments. The terms and conditions of this Agreement constitute the complete and final written agreement between Customer and bluemia and supersede all other agreements and understandings between the parties regarding the subject matter of this Agreement. Any waiver, modification, or Amendment of the terms of this Agreement is binding only if done in writing and signed by the authorized representatives of both parties.

v. Headings; Construction. Headings and/or fonts used in this Agreement are for reference purposes only and in no way define, limit, construe, or describe the scope or intent of this Agreement. This Agreement will not be construed for or against any party on the basis of which party drafted this Agreement, and each party has had the opportunity to review this Agreement with their respective legal counsel to the party's satisfaction. In the event there are any inconsistent, contrary, or conflicting terms contained in the Business Terms and the Agreement, the Agreement shall control.

IN WITNESS HEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Customer

bluemia, Inc.

By: _____
Its: _____

By: _____
Its: _____

