

STUDIO SERVICES TERMS

These Studio Services Terms (“**Studio Services Terms**”) are incorporated into and made part of the Agreement and governs the relationship between the Client and TIA for the provision of those services specified on Schedule “A” to these Studio Services Terms (the “**Studio Services**”) by TIA to the Client. Unless otherwise defined in these Studio Services Terms, capitalized terms will have the meaning given to them in the Agreement.

1. TIA Relationship Manager. TIA will promptly designate a manager (the “**TIA Relationship Manager**”) and inform the Client of its designation. The TIA Relationship Manager will have the required skills and capabilities to adequately perform the role and will be fully authorized to make decisions and otherwise deal with the Client in an effective and timely manner in connection with all matters under the Agreement. In particular, the TIA Relationship Manager will:

- (a) be responsible for co-coordinating the Studio Services with the Client;
- (b) ensure that TIA’s obligations are completed in an efficient and timely manner; and
- (c) be readily available to the Client by telephone and electronic communication to respond to requests, queries, and complaints from the Client.

2. Additional Payment Terms. In addition to any other express payment terms set forth in the Agreement, the following payment terms apply to the Studio Fees payable to TIA for the Studio Services:

- (a) for the Studio Services to be performed under the Agreement, the Client shall pay to TIA the fees set forth in the Order Form (the “**Service Fees**”) in accordance with the Agreement;
- (b) TIA will submit invoices for Studio Fees to the Client for payment within a reasonable time after the end of each calendar month in which Studio Services are performed. Invoices will reference this Order Form and will contain a brief, point form narrative relating to the amounts set out therein.

3. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, work product, and other materials that are delivered to the Client or prepared by or on behalf of TIA in the course of performing the Studio Services (collectively, the “**Deliverables**”), except for any Confidential Information of the Client or customer-provided materials, shall be owned exclusively by TIA. TIA hereby grants the Client a licence to use in the Province of Ontario all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis, solely to the extent necessary to enable the Client to make reasonable use of the Deliverables and the Studio Services.