

Stratton Media Solutions LLC

Services Agreement

Updated: August 5, 2026

Attorney Review Notice. This document is a business contract draft prepared for review and customization. Stratton Media Solutions LLC (“**Company**”) should have a qualified United States business attorney review this Agreement before live use, especially with respect to the arbitration, chargeback, non-refundability, venue, consumer-protection, and resale/software provisions.

This Services Agreement (the “**Agreement**”) is entered into between Stratton Media Solutions LLC (“**Company**,” “**Stratton**,” “**we**,” “**us**,” or “**our**”) and the purchasing client (“**Client**,” “**you**,” or “**your**”). Company and Client are each a “**Party**” and together the “**Parties**.” Throughout this Agreement, “Company” refers to Stratton Media Solutions LLC.

This Agreement governs all services provided by Company, including but not limited to website design, website development, website management, marketing services, consulting, automation, client acquisition support, business growth services, operational strategy, digital systems, advertising-related services, recurring services, third-party systems, resale software access, ongoing management, and any other services, deliverables, support, project work, or billed activity provided by Company (collectively, the “**Services**”).

Important — Legal Acceptance: Payment Equals Agreement

By submitting any payment to Company, Client expressly acknowledges, understands, and agrees that such payment constitutes full, unconditional, and legally binding acceptance of this Agreement. No signature, written acknowledgment, or separate execution is required unless the Company specifically requests one — payment alone forms a binding contract.

Each payment made — including deposits, retainers, one-time fees, final balances, monthly fees, recurring charges, installment payments, additional invoices, upgrade fees, consulting fees, project fees, software fees, third-party system charges, or any other billed amount — reaffirms Client’s full acceptance of this Agreement in its entirety. Client waives any claim of non-acceptance, misunderstanding, lack of review, lack of signature, lack of execution, lack of legal effect, or lack of agreement.

1. Scope of Services

Company provides digital, creative, marketing, consulting, operational, and business support services, including but not limited to website design, website development, website management, website maintenance, copywriting, brand positioning, offer development, funnel strategy, landing pages, client acquisition systems, CRM setup, automation systems, marketing systems, advertising support, business consulting, growth strategy, revenue consulting, analytics, optimization, content support, digital operations, and related services.

The company may provide any service it determines to be related, adjacent, supportive, or beneficial to Client’s business, project, marketing, online presence, sales process, or digital operations. Company reserves the unrestricted right to define, modify, expand, limit, substitute, replace, or adjust the scope, nature, format, and delivery of the Services in its sole discretion.

1A. Lead Intelligence Services

Company may provide business data, prospecting information, contact information, business listings, publicly available business information, enriched business records, lead research, lead sourcing, lead identification, lead qualification, lead prioritization, lead scoring, market research, contact enrichment, prospect databases, custom business lists, and related lead intelligence services (“**Lead Intelligence Services**”). Such services may be fulfilled using publicly available information, licensed databases, third-party data providers, proprietary research methods, AI-assisted analysis, and other lawful sources selected by Company.

2. Service Authority and Company Discretion

Company retains full discretion over how the Services are performed, delivered, structured, implemented, managed, revised, prioritized, and completed, including without limitation discretion over platforms, tools, software, hosting providers, website builders, content management systems, CRM systems, automation tools, design assets, implementation methods, workflows, timelines, technical processes, project organization, service delivery models, third party tools, subcontractors, templates, systems, and execution strategy.

Unless Company expressly agrees otherwise in writing, Client does not control the specific tools, platforms, technical methods, internal processes, or implementation strategy

used by Company. Company's selection of tools, platforms, systems, or methods shall not constitute breach of contract, misrepresentation, failure to perform, or grounds for refund, dispute, cancellation, chargeback, credit, or non-payment.

2A. Defined Terms

For purposes of this Agreement, the following capitalized terms have the meanings stated below. Defined terms may be used in the singular or plural, as applicable, and the use of a defined term includes substantially similar services, systems, materials, or arrangements where reasonably consistent with the context of this Agreement.

"Artificial Intelligence System" or "AI System" means any artificial intelligence, machine learning, generative artificial intelligence, conversational artificial intelligence, voice artificial intelligence, automated assistant, predictive system, recommendation system, automated classification system, large language model, current or future artificial intelligence provider, AI enabled software feature, or other technology capable of generating, interpreting, summarizing, classifying, recommending, communicating, responding, routing, scheduling, deciding, or taking automated action based upon instructions, prompts, data, training information, knowledge sources, configuration settings, or user input.

"Automation" means any configured rule, trigger, sequence, action, condition, routing process, notification, communication sequence, operational process, data movement, synchronization, follow-up sequence, or other automated activity implemented through software, CRM platforms, AI Systems, communication systems, Third-Party Systems, or other digital infrastructure.

"Care Services" means recurring website-related services that may include website maintenance, website updates, website performance review, technical review, search visibility services, search engine optimization, analytics review, content updates, or other recurring website services identified in the applicable invoice, proposal, Statement of Work, subscription, order form, or service-specific communication.

"Client Data" means information legally belonging to Client or generated through Client's independent business operations, including customer information, customer contact information, appointments, opportunities, business records, communications, uploaded information, financial information, transaction information, Client-created content, and other Client-owned data — but excluding Company Materials, proprietary configurations, reusable systems, internal documentation, and intellectual property belonging to Company.

"Company Materials" means all proprietary or reusable materials owned, developed, licensed, configured, assembled, administered, maintained, or utilized by Company, including templates, frameworks, implementation methodologies, prompts, prompt structures, AI instructions, training methodologies, workflow architecture, Automation architecture, CRM architecture, software configurations, internal documentation, reporting methodologies, business methods, operating procedures, technical methods, reusable assets, know-how, processes, systems, administrative structures, and other proprietary intellectual property.

"CRM" means any customer relationship management platform, customer database, pipeline system, lead-management system, contact-management system, communication environment, appointment-management system, customer-service platform, or other software used to organize, communicate with, track, classify, route, manage, or report upon customers, leads, appointments, opportunities, transactions, or business activity.

"Deliverable" means any website, landing page, funnel, design, file, document, configuration, report, dashboard, CRM environment, Automation, workflow, AI configuration, communication system, asset, setup, implementation, transferred material, or other work product provided in connection with the Services, subject to the ownership, licensing, payment, transfer, and Company Materials provisions of this Agreement.

"Growth Implementation Services" means one-time or project-based services involving the design, setup, configuration, creation, installation, connection, deployment, training, or implementation of CRM systems, AI Systems, Automations, workflows, funnels, communication systems, reporting systems, operational systems, integrations, or other business infrastructure.

"Growth Optimization Services" means separately purchased recurring professional services involving the monitoring, administration, refinement, testing, consultation, management, training, updating, optimization, support, or continued improvement of existing CRM systems, AI Systems, Automations, workflows, funnels, communication systems, reporting systems, integrations, and other business infrastructure.

"Hosted Services" means software access, websites, CRM environments, communication systems, dashboards, reporting environments, AI Systems, Automations, workflows, operational infrastructure, or other technology-enabled services hosted, licensed, administered, provided, or made available directly or indirectly through Company.

"Managed Environment" means any account, subaccount, workspace, website environment, CRM environment, cloud environment, communication environment, software environment, reporting environment, AI System, Automation environment, dashboard, operational infrastructure, or other system administered, configured, hosted, licensed, managed, or controlled in whole or in part by Company in connection with the Services.

"Recurring Services" means any subscription, retainer, monthly service, ongoing management service, recurring optimization service, recurring maintenance service, Care Service, Growth Optimization Service, Revenue Scaling Service, software-enabled service, Hosted Service, Managed Service, communication service, support service, consulting relationship, or other continuing service arrangement.

"Revenue Scaling Services" means services involving active customer acquisition, advertising, outbound prospecting, lead generation, lead nurturing, appointment setting, sales support, follow-up, campaign management, or other marketing and sales activity identified in the applicable service-specific documentation.

"Third-Party System" means any software provider, platform, application, hosting provider, cloud provider, CRM provider, AI provider, communication provider, email provider, SMS provider, telephone provider, advertising platform, analytics provider, domain registrar, payment processor, plugin, integration, API, vendor, licensor, reseller platform, parent agency, contractor, subcontractor, or other third-party technology or service utilized in connection with the Services.

"Workflow" means any designed sequence of manual or automated steps, triggers, conditions, decisions, communications, assignments, routing actions, follow-up activities, operational procedures, data movements, or business processes implemented within or between one or more systems.

Where a capitalized term is not expressly defined within this Section, its meaning shall be determined from the context of this Agreement, the applicable service-specific documentation, or the ordinary commercial meaning reasonably applicable to the Services.

3. Fees, Pricing, and Billing Structure

Client agrees to pay all fees outlined in any applicable proposal, invoice, quote, order form, checkout page, payment request, Statement of Work, written communication, verbal agreement confirmed by conduct, or other billing document issued or authorized by Company.

Company reserves the unrestricted right to determine, modify, increase, decrease, discount, package, bundle, customize, or adjust pricing, services, payment schedules, billing structures, retainers, deposits, fees, and offers at its sole discretion. Pricing may vary between clients, projects, service types, industries, timelines, scopes, complexity levels,

urgency levels, and business needs.

Fees may include, without limitation, one-time fees, deposits, retainers, recurring monthly fees, installment payments, project-based fees, hourly fees, consulting fees, management fees, update fees, rush fees, performance-based fees, usage-based fees, setup fees, maintenance fees, advertising management fees, strategy fees, software fees, third-party system fees, resale platform fees, or any combination of the foregoing.

No pricing, discount, package, or offer provided to one client creates any obligation for Company to provide the same pricing, discount, package, or offer to any other client.

4. Statement of Work, Invoice, Proposal, or Order Form Controls Service Details

Specific services, pricing, deliverables, timelines, billing terms, payment schedules, service tiers, project details, service categories, recurring billing arrangements, and implementation scope may be described in an invoice, proposal, Statement of Work, quote, order form, checkout page, payment request, written communication, publicly published service descriptions, or other service-specific communication issued, approved, or referenced by Company.

Publicly available descriptions on Company's websites, landing pages, pricing pages, brochures, advertisements, social media, onboarding materials, and promotional materials are intended to provide general descriptions and examples of services and may assist in identifying the purchased service category. Such materials do not independently expand, modify, guarantee, or create additional deliverables beyond the applicable invoice, proposal, Statement of Work, order form, or written agreement unless expressly stated otherwise in writing.

Unless otherwise agreed in writing, the applicable invoice, proposal, Statement of Work, order form, payment link, or service-specific communication defines the purchased service category, applicable pricing structure, billing model, deliverables, and scope of work. Service categories may include, without limitation, one-time implementation services, recurring optimization services, recurring management services, consulting services, maintenance services, software services, recurring subscriptions, project-based services, or other service models determined by Company.

Unless expressly stated otherwise in writing, the purchase of a one-time implementation or project-based service includes only the deliverables identified for that implementation or project and does not include recurring optimization, recurring management, maintenance, consulting, support, future enhancements, ongoing modifications, additional requests, or other recurring services beyond the originally purchased scope. Any ongoing or recurring services must be separately identified, purchased, and billed under the applicable proposal, invoice, Statement of Work, subscription, recurring billing arrangement, or other written service specific communication.

These service-specific documents supplement and operate together with this Agreement; they do not replace it. In the event of a conflict between this Agreement and any invoice, proposal, Statement of Work, quote, order form, public service description, website content, checkout page, or service-specific communication, Company may determine which provision controls unless otherwise required by law.

Payment of any invoice, deposit, retainer, recurring charge, installment, or billed amount constitutes acceptance of both this Agreement and the applicable service-specific terms connected to that payment.

5. Nature of Services: Time-Based, Expertise-Based, No Guaranteed Outcome

Client expressly acknowledges and agrees that Company bills primarily for time, labor, expertise, professional judgment, scheduling, availability, resource allocation, operational capacity, creative direction, strategic thinking, administrative work, and services rendered. Client is not paying for a guaranteed product, guaranteed feature set, guaranteed business result, guaranteed revenue result, guaranteed marketing outcome, guaranteed subjective satisfaction, or guaranteed personal preference outcome.

Any deliverables, websites, files, configurations, systems, designs, strategies, consultations, recommendations, content, layouts, processes, campaigns, automations, reports, or transferred assets are a byproduct of time expended and work performed. Payment is earned based on time allocation, service initiation, scheduling, planning, resource commitment, administrative preparation, strategy, work performed, and professional availability — regardless of whether Client ultimately uses, likes, approves, implements, benefits from, or continues using the Services or deliverables.

Company does not guarantee any particular outcome, including but not limited to traffic, leads, sales, conversion rates, ranking results, revenue increases, profitability, customer acquisition, return on investment, audience growth, compliance status, uptime percentage, performance level, satisfaction level, or business success.

6. Commencement of Work; Payment Earned Upon Receipt

Work may begin upon receipt of any required payment, deposit, retainer, installment, or initial fee. Upon payment, Company may immediately allocate time, scheduling, administrative resources, operational capacity, planning time, strategic preparation, project availability, and internal resources to Client's project.

Client agrees that payments are earned upon receipt due to reservation of Company's capacity, project initiation, administrative commitment, scheduling, preparation, and resource allocation, even if specific tasks are scheduled, delayed, staggered, revised, or completed over time. Company may begin work immediately or may schedule work at a time determined by Company in its sole discretion.

6A. Deposits, Initial Payments, and Reservation of Capacity

Company may require an initial payment, deposit, retainer, percentage-based deposit, installment, or other upfront payment before beginning services. Unless otherwise stated in writing, the amount of such payment is determined by Company and may be expressed as a fixed amount or a percentage of the total project price. Any deposit amount, percentage, payment structure, installment arrangement, or pricing term communicated and accepted in writing — including through email, text message, proposal, invoice, order form, payment link, Statement of Work, or similar written communication — is deemed incorporated into and governed by this Agreement to the maximum extent permitted by law.

Client acknowledges that any initial payment or deposit constitutes consideration for reservation of Company's capacity, scheduling, administrative preparation, consultation, strategic planning, project intake, labor allocation, availability, and commencement of services. Submission of any deposit, initial payment, percentage-based payment, or upfront fee constitutes acceptance of this Agreement in its entirety and binds Client to all payment obligations, service terms, billing structure, limitations, ownership provisions, dispute provisions, and refund policies contained herein. Deposits and initial payments are applied toward overall project pricing unless otherwise stated in writing and are earned upon receipt to the maximum extent permitted by law. Payment of an initial amount does not create a right to cancel remaining obligations already agreed to under the applicable invoice, proposal, Statement of Work, payment schedule, or service arrangement.

7. Payment Terms and Non-Refundability

All payments made to Company are final, non-refundable, non-reversible, and fully earned under all circumstances to the maximum extent permitted by law. This includes, without limitation, deposits, retainers, one-time fees, installment payments, partial payments, final balances, recurring monthly fees, setup fees, rush fees, consulting fees,

update fees, maintenance fees, management fees, strategy fees, advertising-related fees, software fees, third party system fees, project fees, and any other amount billed by Company.

Client understands and agrees that payments compensate Company for time, labor, expertise, scheduling, resource allocation, availability, services rendered, and business opportunity cost. No refunds, credits, offsets, reversals, reimbursements, or payment reductions shall be issued due to dissatisfaction, change of mind, business closure, lack of use, disagreement with Company's methods, perceived delay, subjective preference, lack of results, Client non responsiveness, Client delay, or Client's decision not to proceed.

7A. Currency, International Payments, Taxes, Withholding, and Transaction Costs

Unless Company expressly agrees otherwise in writing, all prices, proposals, invoices, deposits, retainers, recurring charges, reimbursements, service fees, Third-Party System charges, and other amounts payable under this Agreement are stated and shall be paid in United States Dollars through a payment method approved by Company.

Client is solely responsible for all currency-conversion costs, exchange-rate fluctuations, wire-transfer fees, intermediary-bank fees, receiving-bank fees, card fees, payment-processor fees, international transaction fees, transfer charges, value-added taxes, goods and services taxes, sales taxes, use taxes, withholding taxes, duties, tariffs, levies, and similar charges imposed in connection with Client's purchase, payment, receipt, use, transfer, or resale of the Services or Deliverables, except for taxes imposed directly upon Company's net income in the United States.

All amounts payable to Company shall be paid without setoff, counterclaim, deduction, withholding, currency adjustment, or reduction except where a deduction or withholding is expressly required by applicable law. If Client believes that any deduction or withholding is legally required, Client shall notify Company in writing before payment becomes due, identify the legal basis for the proposed deduction or withholding, and provide any supporting documentation reasonably requested by Company.

Where a deduction or withholding is required by applicable law, Client shall timely remit the required amount to the appropriate governmental authority and provide Company with an official receipt, withholding certificate, tax record, or other evidence reasonably acceptable to Company. To the maximum extent permitted by applicable law, the amount payable by Client shall be increased as necessary so that Company receives the full amount it would have received had no deduction or withholding been required.

Client remains solely responsible for any foreign tax registration, business registration, import requirement, license, permit, filing, reporting obligation, or governmental charge arising from Client's location, business operations, purchase, receipt, use, transfer, resale, or distribution of the Services or Deliverables. Company does not provide foreign tax, accounting, customs, or regulatory advice, and Client agrees to obtain independent professional advice regarding such obligations.

Payment is not complete until Company receives the full amount due in United States Dollars in cleared and immediately available funds. Any delay, shortfall, reversal, restriction, currency-conversion difference, frozen payment, rejected transaction, or intermediary deduction shall not reduce Client's payment obligation or extend any applicable payment deadline.

8. Chargeback and Payment Dispute Waiver

Client knowingly, voluntarily, and irrevocably waives any and all rights to initiate or pursue any chargeback, payment reversal, retrieval request, ACH reversal, cardholder claim, payment processor dispute, bank dispute, digital wallet dispute, or similar challenge against Company for any amount paid under this Agreement. Any such attempt constitutes a material breach of this Agreement.

Company may treat any chargeback, reversal, retrieval request, or payment dispute as fraudulent payment interference and may submit this Agreement, invoices, payment records, communication records, project records, service records, screenshots, access logs, transfer records, maintenance logs, and other documentation to contest such action. Client agrees to reimburse Company for all costs, losses, penalties, fees, administrative time, legal fees, collection fees, and expenses resulting from any attempted or successful payment dispute.

9. Final Payment, Delivery Control, and Withholding Rights

Company retains full control over all deliverables, websites, files, designs, systems, accounts, credentials, domains, access, work product, project assets, and transferable materials until all outstanding balances are paid in full. Company may withhold release, publication, launch, transfer, credentials, domain access, account access, project files, handoff materials, deliverables, revisions, support, strategy documents, software access, third-party system access, or ongoing services indefinitely until full payment is received.

Final payment is due before release, delivery, transfer, deployment, publication, launch, activation, access handoff, or continuation of services unless Company agrees otherwise in writing. Failure to provide access, transfer, deliverables, software access, or continued services before full payment does not constitute breach by Company.

10. Additional Work, Scope Expansion, and Separate Billing

Any work, request, revision, meeting, consultation, change, update, troubleshooting, strategy, support, design modification, system adjustment, platform change, communication, research, or service that falls outside Company's defined scope may be billed separately at Company's sole discretion. Company is not required to perform additional work unless it agrees to do so.

If Company determines additional billing is required, the related invoice may describe the charge in broad, high-level, general, or summary terms; a detailed task-by-task breakdown is not required. By paying any additional invoice, Client approves the additional work, accepts the charges as billed, confirms the work was requested or authorized, and reaffirms full agreement to this Agreement.

11. No Unlimited Services

No service provided by Company shall be interpreted as unlimited unless Company expressly states in writing that the service is unlimited. Recurring services, management plans, maintenance plans, consulting arrangements, support services, growth services, and ongoing retainers are subject to reasonable workload limits as determined solely by Company. Company retains sole discretion to determine whether a request is reasonable, included, excessive, outside scope, technically feasible, strategically appropriate, or separately billable. Unused service capacity, support, consultation time, maintenance, revisions, or monthly work does not roll over unless Company expressly agrees otherwise in writing.

12. Service Evolution and Offer Changes

Company may introduce, modify, replace, pause, repackage, rename, restructure, discontinue, or remove services, offers, pricing, features, deliverables, software, platforms, or packages at any time. Client acknowledges that Company's services may evolve over time and that such changes do not constitute breach, misrepresentation, refund grounds, or failure to perform. Company is not obligated to continue offering any service, feature, package, platform, or pricing structure indefinitely.

13. Website, Digital Asset, and Platform-Specific Services

If Company provides website, landing page, funnel, digital asset, CRM, automation, artificial intelligence, conversational AI, voice AI, workflow, pipeline, reporting system, dashboard, communication system, customer portal, software-enabled service, operational system, or other platform-related services, Company may use any platform, builder, software, content management system, hosting environment, automation tool, CRM, AI provider, communication provider, plugin, template, theme, application, integration, programming interface, workflow engine, third-party service, or technical method it determines appropriate.

Unless expressly agreed in writing, Company does not guarantee that any website, system, asset, funnel, workflow, automation, AI implementation, CRM configuration, reporting environment, dashboard, communication system, or setup will be built on a specific platform, transferred in a specific format, support every future business model, remain compatible with every future third-party system, integrate with every future software provider, be editable in a particular manner by Client, or satisfy every future operational need of Client.

Company may utilize proprietary workflows, reusable templates, proprietary prompts, licensed software, AI technologies, reusable automation structures, third-party systems, internal operating procedures, implementation methodologies, technical processes, or internal development standards in performing the Services. Nothing in this Agreement requires Company to disclose, transfer, document, recreate, or provide ownership of such proprietary methodologies except as expressly provided elsewhere in this Agreement.

Client acknowledges that websites, CRM systems, automations, workflows, funnels, AI systems, communication systems, reporting environments, dashboards, software platforms, APIs, plugins, integrations, and other digital infrastructure frequently rely upon Third-Party Systems outside Company's control, which may experience outages, interruptions, software defects, bugs, security updates, vendor policy changes, pricing changes, licensing modifications, feature removals, discontinued functionality, compatibility issues, platform limitations, delayed performance, or other operational changes at any time. Accordingly, Company does not warrant or guarantee that any such platform-related service will operate continuously without interruption, remain permanently compatible with future software updates, remain unaffected by third-party modifications, or continue functioning indefinitely without future maintenance, updates, revisions, or reconfiguration.

Client further acknowledges that such systems may require future maintenance, optimization, updates, modifications, retraining, reconfiguration, troubleshooting, or redevelopment as Client's business evolves, Third-Party Systems change, software vendors introduce new functionality, security standards evolve, or compatibility requirements change. Unless otherwise expressly included within a separately purchased Recurring Service, maintenance agreement, Growth Optimization Service, Care Service, support plan, or other recurring service arrangement, such future work constitutes additional professional services that may be separately quoted and billed by Company.

Client acknowledges that one-time implementation services are intended to provide the functionality purchased at the time of implementation and do not include future expansion, optimization, feature development, compatibility modifications, software upgrades, retraining of AI systems, workflow redesign, operational restructuring, or continuing management unless separately purchased. Future business expansion, additional products or services, operational growth, staffing changes, new locations, additional departments, new customer journeys, revised policies, updated pricing, expanded inventory, modified workflows, additional integrations, or evolving business objectives may require modifications beyond the original implementation scope; such modifications constitute additional professional services unless expressly included within an applicable recurring service plan or otherwise agreed in writing.

Client acknowledges that Third-Party platforms may have their own fees, terms of service, licensing requirements, acceptable use policies, limitations, restrictions, outages, updates, bugs, renewals, billing practices, technical requirements, security requirements, vendor decisions, transfer limitations, portability limitations, or operational changes, and Company is not responsible for such Third-Party issues or for any resulting interruption, incompatibility, delay, limitation, or reduction in functionality arising from circumstances beyond Company's reasonable control.

13A. Artificial Intelligence, Automation, Workflow, and System Performance

Where Services include AI, conversational AI, voice AI, automated messaging, workflow automation, CRM automation, sales automation, customer service automation, business process automation, pipelines, funnels, routing systems, scheduling systems, integrations, operational systems, reporting systems, dashboards, or other automated technologies, Client acknowledges that such systems rely upon evolving software, machine learning models, third-party technologies, external integrations, data sources, configuration settings, and information supplied by Client or otherwise made available to the applicable systems.

Client expressly acknowledges that artificial intelligence and automation technologies are predictive and probabilistic in nature and may generate inaccurate, incomplete, outdated, inconsistent, unexpected, or undesirable outputs, responses, recommendations, classifications, summaries, routing decisions, scheduling actions, workflow outcomes, or other results. Artificial intelligence does not constitute human judgment, professional advice, legal advice, accounting advice, financial advice, engineering advice, medical advice, or any other licensed professional service, and Company does not warrant or guarantee the accuracy, completeness, reliability, legality, appropriateness, or suitability of any AI-generated output.

Company may configure, train, customize, organize, prompt, deploy, optimize, monitor, or otherwise assist with AI systems, workflows, automations, funnels, communication systems, and operational processes; however, Client acknowledges that the ongoing accuracy and effectiveness of such systems depends upon numerous factors outside Company's reasonable control, including without limitation changes to Client's business operations, products, pricing, inventory, policies, staff, procedures, service offerings, customer behavior, third-party software, platform updates, vendor modifications, and information supplied by Client.

Client is solely responsible for providing accurate, complete, current, and lawful information used in connection with any AI system, workflow, automation, funnel, knowledge base, communication system, CRM environment, reporting environment, or operational system implemented by Company, and agrees to promptly notify Company of any material changes to business information, products, services, pricing, inventory, policies, operating procedures, service areas, personnel, business hours, contact information, legal requirements, or other information that may reasonably affect the operation or accuracy of such systems.

Unless otherwise included within a separately purchased Recurring Service, Growth Optimization Service, Care Service, maintenance agreement, support plan, or other ongoing management arrangement, Company has no continuing obligation to monitor, retrain, optimize, update, supervise, modify, reconfigure, expand, troubleshoot, or otherwise maintain AI systems, workflows, automations, funnels, communication systems, or operational infrastructure following implementation.

Client acknowledges that workflows, automations, AI systems, integrations, communication systems, APIs, third-party services, and operational processes may fail, pause, duplicate actions, generate unintended responses, experience interruptions, or otherwise perform differently as a result of software updates, vendor modifications, platform changes, configuration changes, communication failures, third-party outages, security updates, licensing changes, technical limitations, user actions, or other circumstances beyond Company's reasonable control. Company shall not be liable for such occurrences where caused directly or indirectly by Third Party Systems, Client actions, changing business requirements, or other circumstances outside Company's reasonable control.

Client agrees that all such implemented systems should be reviewed by Client before being relied upon for material business decisions. Client remains solely responsible for supervising the operation of its business, reviewing communications with customers, verifying the accuracy of information presented to customers, approving business decisions, and determining the appropriateness of any automated action performed within Client's business.

Where Client authorizes publication, activation, deployment, launch, or operational use of any such system — or permits it to remain in operation after having a reasonable opportunity to review its functionality — Client acknowledges that the system has been accepted in its then current condition, subject to the limitations contained within this

Agreement. Such authorization or continued use does not constitute a guarantee by Company that the implemented system will remain error-free, uninterrupted, or suitable for every future business need.

Nothing in this Section shall be interpreted as creating any warranty, guarantee, representation, or contractual commitment that any AI system, workflow, automation, funnel, CRM environment, website, communication system, reporting environment, dashboard, or operational process will increase revenue, reduce costs, improve efficiency, eliminate human error, produce accurate responses in every circumstance, or otherwise achieve any specific business outcome.

13B. Website Compliance, Accessibility, Browser Compatibility, and Legal Responsibility

Where Services include websites, landing pages, funnels, customer portals, forms, digital content, online stores, customer-facing systems, or other public-facing digital assets, Client acknowledges that Company provides creative, technical, implementation, marketing, and business services and does not provide legal advice, regulatory advice, accessibility certification, compliance certification, cybersecurity certification, or any other licensed legal or compliance service. Unless expressly identified as a separately purchased Service in writing, Company does not represent, warrant, certify, or guarantee that any Deliverable complies with the Americans with Disabilities Act, Web Content Accessibility Guidelines, state accessibility laws, international accessibility requirements, privacy laws, data-protection laws, cookie-consent requirements, consumer-protection laws, ecommerce laws, industry-specific regulations, disclosure obligations, record-retention requirements, or any other current or future legal or regulatory requirement.

Client remains solely responsible for determining which laws, regulations, standards, notices, disclosures, policies, consent mechanisms, accessibility requirements, and legal documents apply to Client's business, industry, customers, geographic locations, products, services, communications, and digital presence, and for obtaining independent legal, regulatory, accessibility, privacy, and compliance review where appropriate.

Company may assist with the placement, formatting, technical implementation, organization, or display of privacy policies, terms and conditions, cookie notices, accessibility statements, disclaimers, disclosures, consent forms, return policies, shipping policies, warranty policies, or other legal materials; such assistance does not constitute legal drafting, legal review, certification of compliance, or a representation that such materials are legally sufficient, accurate, complete, current, or appropriate for Client's business.

Client acknowledges that accessibility standards, privacy requirements, browser technologies, mobile devices, operating systems, screen sizes, software platforms, search engines, assistive technologies, security standards, industry regulations, and legal requirements may change following implementation. Unless otherwise included within a separately purchased Recurring Service, Company has no continuing obligation to monitor, audit, revise, update, certify, test, or modify any Deliverable in response to future legal, technical, accessibility, browser, device, software, platform, or regulatory changes.

Client further acknowledges that websites and digital assets may render, display, load, animate, function, or appear differently across browsers, devices, operating systems, screen sizes, internet connections, accessibility technologies, geographic locations, software versions, and Third-Party Systems. Minor visual differences, formatting variations, responsive-layout changes, browser-specific behavior, device-specific behavior, font substitution, animation differences, loading differences, or other reasonable technical variations do not, by themselves, constitute defective performance or breach of this Agreement. Company does not guarantee compatibility with every past, present, future, outdated, unsupported, modified, uncommon, or privately configured browser, device, operating system, assistive technology, software environment, or Third-Party System unless specific compatibility requirements are expressly identified in writing before commencement of the applicable Services.

Any future accessibility remediation, compliance modifications, legal-policy implementation, browser-compatibility work, device-specific corrections, regulatory updates, consent-system implementation, privacy configuration, or other work not expressly included within the original purchased scope may constitute additional professional Services subject to separate pricing and billing.

Client assumes responsibility for claims, notices, demands, complaints, investigations, penalties, accessibility demands, regulatory inquiries, privacy complaints, consumer claims, legal actions, or other matters arising from Client's business practices, legal requirements, policies, content, products, services, customer relationships, or failure to obtain appropriate professional review, except to the extent otherwise required by applicable law.

14. Marketing, Growth, Consulting, and Advertising Disclaimer

Client acknowledges that Company may provide services related to marketing, growth, advertising, client acquisition, business development, sales strategy, offer strategy, funnel optimization, CRM systems, automation, artificial intelligence, conversational AI, voice AI, lead generation support, revenue consulting, business scaling, operational consulting, digital transformation, workflow development, customer experience optimization, business systems implementation, reporting systems, analytics, operational strategy, and other consulting or advisory services.

Company does not guarantee any specific result, including but not limited to leads, sales, revenue, profit, return on investment, conversion rates, advertising performance, search engine rankings, customer acquisition, appointment volume, audience growth, engagement, operational efficiency, customer retention, booking rates, business growth, workflow performance, automation performance, artificial intelligence performance, cost savings, scalability, or any other business outcome. All such professional services involve uncertainty, changing market conditions, evolving technologies, third-party systems, consumer behavior, and variable performance, and Company does not guarantee profitability, business growth, market share, customer retention, pipeline growth, viral performance, audience expansion, return on ad spend, cost efficiency, sales consistency, conversion improvement, operational efficiency, automation accuracy, AI-generated outcomes, workflow performance, customer behavior, future scalability, or projected future business performance.

Any estimates, projections, examples, illustrations, demonstrations, opinions, recommendations, forecasts, case studies, hypothetical scenarios, performance discussions, industry standards, examples of prior client success, or strategic discussions provided by Company are illustrative only and shall not be interpreted as guarantees, warranties, promises, contractual commitments, minimum performance standards, or representations that similar results will occur.

Client acknowledges that business results depend upon numerous factors outside Company's reasonable control, including but not limited to Client's products, pricing, fulfillment, staffing, responsiveness, customer service, reputation, inventory, sales ability, follow-up, availability, business operations, implementation decisions, vendor relationships, competition, advertising budget, market conditions, regulatory changes, third-party software providers, platform policies, artificial intelligence providers, economic conditions, consumer demand, and Client's willingness to implement recommendations.

Company may provide strategy, systems, services, implementation assistance, operational recommendations, technical guidance, platform recommendations, software recommendations, workflow recommendations, automation recommendations, artificial intelligence recommendations, marketing recommendations, operational consulting, business consulting, implementation opinions, industry best practices, or other professional guidance; however, Client remains solely responsible for evaluating such recommendations, determining whether to implement them, obtaining independent legal, financial, accounting, engineering, tax, regulatory, or other licensed professional advice where appropriate, and making all final business decisions.

14A. Lead Intelligence, Business Data, and Prospecting Services

If Company provides Lead Intelligence Services, business prospecting, business research, lead sourcing, contact research, business lists, market research, lead enrichment, lead scoring, prospect identification, business information, contact information, publicly available business data, AI-assisted business analysis, or similar services, Client

acknowledges that such services are provided using publicly available information, licensed databases, third-party data providers, proprietary research methods, AI-assisted technologies, and other lawful information sources selected by Company in its sole discretion.

Client understands and agrees that business information is constantly changing and that Company does not create, own, maintain, or control the underlying information contained within third-party databases, public records, business listings, or external data sources. Accordingly, Company does not warrant, represent, or guarantee the accuracy, completeness, availability, validity, deliverability, responsiveness, ownership status, contact information, business status, operating status, email addresses, phone numbers, websites, addresses, social media accounts, ratings, reviews, classifications, or other information contained within any Lead Intelligence deliverable.

Client acknowledges that businesses may relocate, permanently close, temporarily close, change ownership, change contact information, discontinue services, modify websites, remove public information, or otherwise change after Lead Intelligence Services are delivered, and that email addresses, phone numbers, websites, and business information may become invalid or outdated without notice. Unless otherwise expressly agreed in writing, Company does not guarantee lead quality, conversion rates, customer acquisition, appointment rates, response rates, sales, revenue, return on investment, marketing performance, campaign performance, business growth, or any specific business outcome arising from the use of Lead Intelligence Services.

Lead Intelligence Services are deemed fully performed and completed upon delivery of the purchased materials to Client through spreadsheet, CSV file, CRM import, downloadable file, electronic transmission, cloud storage, email, or any other delivery method selected by Company. Following delivery, Client assumes full responsibility for the use, storage, management, compliance, and implementation of such information, including compliance with all applicable federal, state, local, and international laws, regulations, platform policies, privacy requirements, telemarketing laws, email marketing laws, SMS regulations, Do Not Call requirements, CAN-SPAM requirements, TCPA requirements, consent requirements, and any other legal obligations governing the use of Lead Intelligence Services and contact information. Company does not provide legal or regulatory compliance advice regarding Client's marketing, outreach, solicitation, or communication practices.

14B. Revenue Scaling Services and Qualified Lead Definition

If Client purchases Revenue Scaling Services, appointment-setting services, outbound prospecting services, or any recurring customer acquisition service offered by Company, the following provisions apply.

A **"Qualified Lead"** means a prospective customer who satisfies the campaign qualification standards established by Company based upon Client's target market, agreed service offering, campaign objectives, geographic targeting, and qualification criteria. Qualification may include, without limitation, completed contact forms, scheduled appointments, inbound inquiries, outbound responses, verified contact information, demonstrated purchasing interest, or other lead qualification standards determined by Company. Qualified Leads may be generated through one or more customer acquisition channels, including paid advertising, outbound prospecting, appointment setting, CRM campaigns, follow-up systems, referrals, lead nurturing, artificial intelligence systems, or other marketing and sales activities selected by Company.

Lead quantities advertised on Company's website, pricing materials, proposals, or other marketing materials represent the intended deliverable for the purchased service tier under ordinary operating conditions and are not guarantees of business results, sales, revenue, profitability, customer acquisition, or return on investment. The effectiveness, quality, responsiveness, conversion, appointment attendance, purchasing decisions, and ultimate value of Qualified Leads depend upon numerous factors outside Company's control, including but not limited to Client response times, staffing levels, sales ability, pricing, reputation, availability, advertising budget, competition, market conditions, and overall business operations.

Where a Revenue Scaling package includes a stated monthly quantity of Qualified Leads, such quantity assumes Client maintains reasonable cooperation, recommended advertising budgets where applicable, required third-party software subscriptions, timely communication, and continued participation in the agreed customer acquisition strategy. Failure to maintain these conditions may materially affect lead volume without constituting breach of this Agreement. Nothing in this Agreement shall be interpreted as guaranteeing that any Qualified Lead will become a paying customer, generate revenue, remain responsive, attend an appointment, purchase goods or services, or otherwise produce any specific business outcome.

14C. Recommendations, Guidance, and Professional Judgment

Client acknowledges that, during the course of providing Services, Company may respond to questions, provide opinions, suggest software, recommend platforms, vendors, workflows, automations, artificial intelligence solutions, or operational improvements, propose implementation strategies, identify potential business opportunities, or otherwise provide professional guidance based upon the information reasonably available to Company at the time such guidance is provided. Unless otherwise expressly agreed in writing, such recommendations constitute professional opinions and consulting guidance only and shall not be interpreted as legal, financial, accounting, tax, engineering, regulatory, or investment advice, or as guarantees of future performance or business success.

Recommendations may be provided verbally, during meetings, by telephone, by video conference, through electronic communications, by email, by text message, through project management software, within proposals, during implementation discussions, through demonstrations, during training sessions, or through other ordinary business communications. Unless Company expressly requires written approval under this Agreement, Client's request that Company proceed with a recommendation or implementation may be communicated verbally or through the Parties' ordinary course of business.

Client acknowledges that business decisions inherently involve uncertainty and that reasonable professionals may recommend different approaches to the same business objective. Client remains solely responsible for determining whether any recommendation aligns with Client's business objectives, budget, operational requirements, legal obligations, risk tolerance, and long-term strategy. Company shall not be liable solely because Client elects to follow, decline, modify, delay, or otherwise implement any recommendation, consultation, opinion, or other professional guidance provided in good faith as part of the Services. Client acknowledges that recommendations are based upon information available at the time and that changing business conditions, third-party software providers, evolving technologies, vendor decisions, legal developments, market conditions, consumer behavior, or information not disclosed to Company may materially affect the suitability or outcome of any recommendation.

Nothing in this Section relieves Company of its obligation to perform the purchased Services in a commercially reasonable and professional manner consistent with this Agreement; however, Client expressly acknowledges that professional recommendations, implementation guidance, and strategic consulting do not constitute guarantees of any particular business result, and Client remains solely responsible for its business decisions and final implementation.

14D. Search Engine Optimization, Search Visibility, and Search Platform Disclaimer

If Company provides search engine optimization ("SEO"), local SEO, technical SEO, content optimization, keyword research, metadata optimization, Google Business Profile optimization, citation management, structured data implementation, website performance optimization, search visibility consulting, search engine strategy, artificial intelligence search optimization, or any other search-related services, Client acknowledges that such Services are intended to improve the overall quality, structure, accessibility, and visibility of Client's digital presence but do not guarantee any specific search engine ranking, placement, indexing status, traffic volume, impressions, click-through rate, conversions, lead generation, customer acquisition, revenue, or other measurable business outcome.

Search engines, artificial intelligence search platforms, local directories, recommendation engines, online maps, review platforms, voice search providers, and other search-related technologies operate using proprietary algorithms, machine learning models, ranking systems, quality signals, moderation policies, indexing methods, spam detection systems, and other processes entirely outside Company's reasonable control, and such algorithms, ranking factors, indexing practices, policies, and technologies may change at any time without notice. Accordingly, Company does not warrant or guarantee that any optimization effort or search related implementation will achieve, maintain, improve, or preserve any particular ranking, indexing status, visibility, traffic level, customer engagement, recommendation frequency, local search placement, map placement, artificial intelligence search visibility, or search engine performance.

Search performance may be affected by numerous factors beyond Company's reasonable control, including but not limited to competitor activity, search engine algorithm updates, artificial intelligence platform updates, domain history, website age, website authority, hosting performance, website content, user behavior, online reviews, customer engagement, advertising activity, third-party software, technical limitations, industry competition, geographic location, seasonality, regulatory changes, penalties imposed by search providers, manual review actions, spam filtering, security issues, and other external factors. Unless otherwise expressly agreed in writing, Company does not guarantee first-page rankings, top search rankings, Google Business Profile rankings, local pack placement, map pack placement, featured snippets, artificial intelligence search recommendations, voice search placement, indexing of every webpage, removal of search penalties, recovery from algorithm updates, preservation of existing rankings, or continued search visibility following completion of Services.

SEO, website optimization, local optimization, content optimization, and similar Services constitute ongoing professional efforts rather than guaranteed outcomes, and meaningful improvements frequently require ongoing maintenance, technical updates, content development, authority building, monitoring, analysis, and continued optimization over extended periods of time. Unless otherwise included within a separately purchased Recurring Service, Company has no continuing obligation to provide ongoing SEO monitoring, optimization, reporting, content development, technical adjustments, or search strategy following completion of the purchased implementation Services. Any estimates, projections, forecasts, traffic estimates, keyword opportunities, ranking discussions, competitive analyses, case studies, or examples provided by Company are illustrative only and do not constitute guarantees, warranties, contractual commitments, or representations regarding future search performance or business results.

14E. Google Business Profile, Local Listings, Reviews, Maps, and Directory Services

If Company provides services involving Google Business Profile, Google Maps, local search optimization, business listings, directory listings, citation management, review platforms, location pages, local-search visibility, map visibility, verification assistance, business-category selection, listing updates, review-management systems, or similar local-marketing services, Client acknowledges that such services rely upon Third-Party Systems that operate independently from Company, including independent verification procedures, ranking systems, moderation policies, content policies, category requirements, eligibility standards, review policies, security procedures, algorithmic controls, and enforcement authority entirely outside Company's reasonable control.

Company does not guarantee approval, verification, reinstatement, continued verification, category approval, edit approval, ownership approval, listing publication, listing accuracy, review publication, review retention, review removal, map placement, local-pack placement, ranking improvement, search visibility, customer engagement, calls, directions, website visits, leads, sales, revenue, or any other result arising from Google Business Profile, local listings, maps, directories, reviews, or local-search services. Third-Party Systems may reject, delay, modify, overwrite, suspend, restrict, merge, duplicate, disable, remove, reverify, or otherwise alter business listings, reviews, categories, service areas, addresses, telephone numbers, websites, hours, images, descriptions, attributes, ownership status, or other listing information without notice to Company, and Company shall not be responsible for such platform decisions or actions.

Client is solely responsible for providing accurate, lawful, complete, current, and verifiable business information, including business name, address, telephone number, website, hours, service area, categories, ownership information, licensing information, location evidence, business documentation, images, and other materials required by applicable Third-Party Systems. Client represents that each business location, listing, service area, and business identity submitted for local-listing services is legitimate, eligible, accurately represented, and compliant with applicable platform policies. Company shall not be responsible for suspension, rejection, restriction, or enforcement action resulting from inaccurate information, prohibited business practices, virtual-office restrictions, address issues, category misuse, duplicate profiles, policy violations, prior account history, Client conduct, or information supplied by Client.

Reviews, ratings, user-generated content, public comments, and customer submissions remain controlled by customers and independent platforms, and Company does not guarantee that reviews will be published, retained, removed, modified, recovered, increased, improved, or favorably displayed. Unless otherwise expressly included within a separately purchased Recurring Service, Company has no continuing obligation to monitor listings, respond to reviews, dispute reviews, submit reinstatement requests, maintain citations, correct third-party information, manage verification, update business information, or provide ongoing local-search services following completion of the purchased Services. Any reinstatement work, reverification assistance, duplicate-listing correction, ownership dispute, review dispute, platform appeal, policy-remediation work, new-location setup, major listing reconstruction, or continuing local listing management may constitute additional professional Services subject to separate pricing and billing.

14F. Analytics, Tracking, Attribution, Reporting, and Data Accuracy Disclaimer

If Company provides analytics setup, Google Analytics implementation, Google Tag Manager configuration, conversion tracking, advertising tracking, CRM reporting, dashboard creation, call tracking, form tracking, website-performance reporting, attribution analysis, AI-generated insights, data visualization, business reporting, or related measurement services, Client acknowledges that such Services rely upon data collected, processed, interpreted, modeled, filtered, estimated, or reported by Third-Party Systems, and that such systems may contain delays, omissions, inaccuracies, sampling, modeled data, duplication, underreporting, overreporting, incomplete sessions, cross-device discrepancies, attribution differences, cookie restrictions, consent restrictions, browser limitations, operating-system limitations, privacy controls, ad-blocking technology, tracking-prevention technology, signal loss, integration failures, disconnected systems, incorrect user configuration, platform outages, data-processing delays, spam traffic, bot traffic, invalid traffic, reporting-window differences, or other limitations outside Company's reasonable control.

Company does not guarantee the complete accuracy, consistency, availability, reliability, legal admissibility, financial accuracy, accounting accuracy, tax accuracy, or completeness of any analytics platform, tracking system, report, dashboard, attribution model, or other measurement system. Different platforms may assign different sources, values, dates, users, sessions, leads, conversions, calls, purchases, revenue, or outcomes to the same underlying customer interaction, and differences between reporting systems shall not, by themselves, establish defective performance by Company.

Analytics and reporting Services are intended to assist with business understanding and decision-making but do not constitute audited financial statements, accounting records, tax records, legal evidence, guaranteed attribution, or a complete record of Client's business activity. Client remains responsible for maintaining independent financial, accounting, tax, customer, sales, inventory, and transaction records appropriate for Client's business, and for obtaining any consent, disclosures, notices, privacy policies, cookie policies, opt-ins, or other legal authorization required for tracking, analytics, recording, call tracking, cookies, pixels, customer-data collection, or measurement technologies used within Client's business.

Company may configure tracking, tags, pixels, events, dashboards, reports, attribution settings, and measurement systems using information reasonably available at the time; however, future platform changes, privacy restrictions, consent requirements, browser changes, software updates, website modifications, funnel changes, domain changes, checkout changes, account changes, or Client actions may alter or interrupt tracking. Unless otherwise included within a separately purchased Recurring Service, Company has no continuing obligation to monitor, audit, repair, update, reconcile, validate, investigate, or maintain analytics, tracking, attribution, reporting, tags, pixels, dashboards, integrations, or measurement systems following implementation. Any reporting estimate, performance summary, trend analysis, recommendation, AI-generated insight, attribution conclusion, forecast, or interpretation provided by Company is based upon available information and does not constitute a warranty, guarantee, certified result, audited conclusion, or promise of future performance.

15. Client Responsibility and Required Cooperation

Client is solely responsible for providing all information, content, approvals, feedback, instructions, logins, credentials, access, permissions, brand materials, business information, product information, service information, pricing, inventory information, specifications, technical information, legal policies, privacy policies, terms and conditions,

shipping policies, return policies, warranty information, images, videos, logos, trademarks, business descriptions, operating procedures, account credentials, platform permissions, and any other materials, documentation, data, or information reasonably requested or required by Company to perform the Services.

Client represents and warrants that all information, materials, documentation, data, content, policies, specifications, pricing, product information, service information, business information, branding, images, media, customer information, and other materials provided to Company are accurate, complete, current, lawful, and owned by or properly licensed to Client for the intended use. Client remains solely responsible for reviewing the accuracy, completeness, legality, and continued accuracy of all information appearing within Deliverables produced or implemented by Company.

Where Services include AI systems, conversational AI, voice AI, workflows, automations, CRM systems, customer knowledge bases, or other business systems relying upon Client information, Client is solely responsible for providing complete, accurate, and current business information and for promptly notifying Company of any changes to products, services, pricing, inventory, policies, procedures, business hours, service areas, contact information, staffing, operating procedures, legal requirements, compliance obligations, or other information reasonably necessary for such systems to function accurately. Company shall not be responsible for inaccurate responses, outdated information, customer confusion, automation errors, workflow issues, or other operational consequences resulting directly or indirectly from inaccurate, incomplete, outdated, misleading, or delayed information supplied by Client or from Client's failure to timely communicate material business changes.

Client is responsible for providing timely approvals, timely responses, requested revisions, implementation decisions, platform access, administrative permissions, domain access, hosting access, advertising account access, payment processor access, CRM access, software access, communication approvals, and all other cooperation reasonably necessary for Company to perform the purchased Services. Client delays, non-responsiveness, incomplete information, inaccurate information, missing materials, delayed approvals, failure to provide access, failure to communicate business changes, unclear or conflicting instructions, failure to review Deliverables, failure to identify requested revisions, missed communications, or failure to otherwise reasonably cooperate do not pause billing, extend payment deadlines, create refund rights, constitute breach by Company, or otherwise relieve Client of any obligation under this Agreement.

Company is not responsible for delays, errors, omissions, incomplete work, workflow interruptions, automation issues, artificial intelligence inaccuracies caused by Client information, missed opportunities, performance issues, implementation delays, additional project costs, or other consequences arising directly or indirectly from Client's delay, lack of cooperation, inaccurate or incomplete information, failure to communicate business changes, failure to timely review Deliverables, failure to provide requested materials, or failure to provide necessary access.

Client further acknowledges that timely communication and ongoing cooperation are material obligations under this Agreement and are necessary for Company to properly perform the Services. Failure to provide such cooperation may materially affect project timelines, implementation quality, operational performance, automation accuracy, artificial intelligence performance, workflow effectiveness, and overall project success without constituting breach of this Agreement by Company.

16. Client Direction, Review, Approval, Publication, and Acceptance

Company shall not be obligated to implement any requested change until Client communicates the request in a manner Company considers reasonably sufficient. Company may approve, deny, defer, postpone, reject, limit, prioritize, or request clarification for any requested change, revision, implementation request, feature request, workflow modification, automation modification, artificial intelligence modification, content change, platform change, design revision, operational request, or other requested work in its sole discretion. All changes, revisions, modifications, implementation decisions, strategic decisions, platform selections, workflow designs, automation configurations, artificial intelligence configurations, content additions, operational changes, and other work performed at Client's request are performed at Client's direction and risk.

Client is solely responsible for reviewing all Deliverables provided by Company and for identifying any requested revisions, corrections, inaccuracies, omissions, or concerns within a reasonable period after such Deliverables are made available for Client review. Company may reasonably rely upon Client's approvals, communications, conduct, instructions, requested implementations, requested revisions, verbal approvals, written approvals, electronic approvals, email communications, text message communications, project management communications, meeting discussions, or other ordinary business communications when performing the Services.

Where Client authorizes publication, launch, deployment, activation, implementation, transfer, release, public availability, operational use, customer use, or production use of any Deliverable — or otherwise permits such Deliverable to remain published or operational after having a reasonable opportunity to review it — Client acknowledges that the Deliverable has been reviewed and accepted in its then-current condition, except for any defects or issues previously identified to Company before publication or activation. If Client approves, accepts, pays for, launches, uses, publishes, activates, transfers, deploys, implements, accesses, distributes, markets, advertises, or continues using any Service or Deliverable, such conduct may be treated by Company as acceptance of the work performed and confirmation that Client has had a reasonable opportunity to review the applicable Deliverable.

Following publication, launch, deployment, activation, transfer, implementation, or continued operational use, Client assumes responsibility for the continued accuracy of business information, products, services, pricing, policies, legal content, customer-facing information, inventory information, and other business content appearing within the Deliverable, unless Company has been separately retained under an applicable Recurring Service to provide ongoing updates or management.

Client acknowledges that Deliverables may require future modifications as Client's business evolves, third-party software changes, or operational needs change, and such future modifications do not constitute defects in the original implementation and may constitute separately billable professional services unless otherwise included within an applicable recurring service plan. Minor errors, formatting inconsistencies, browser differences, mobile rendering differences, software updates, platform updates, third-party compatibility changes, or other issues that arise after publication or activation may require subsequent maintenance or optimization and do not, by themselves, constitute evidence that the original Services were improperly performed.

Nothing in this Section relieves Company of its obligation to perform the purchased Services in a commercially reasonable and professional manner consistent with this Agreement; however, Client acknowledges that reasonable review and timely communication regarding requested revisions are material obligations under this Agreement, and failure to identify reasonably discoverable issues before publication or continued operational use constitutes acceptance of the applicable Deliverable to the fullest extent permitted by applicable law.

17. Revisions and Subjective Satisfaction

Unless otherwise agreed in writing, revisions are limited to reasonable modifications within Company's originally defined scope. Company is not required to provide unlimited revisions, redesigns, rewrites, strategy changes, rebuilds, platform changes, or subjective preference adjustments. Subjective dissatisfaction, personal preference, change of direction, new ideas, disagreement with design choices, or Client's desire for a different style, platform, feature, structure, or strategy does not create a refund right. Company may charge additional fees for revisions, redesigns, rebuilds, restructuring, new requests, or additional work beyond the original scope.

18. Project Timeline, Completion, and Priority Disclaimer

Client acknowledges and agrees that Company does not guarantee any specific start date, completion date, delivery date, turnaround time, deadline, milestone date, launch date, or project timeline unless expressly agreed in writing. Any timeline stated by Company is an estimate only and is not contractually binding.

Company agrees to use reasonable efforts to complete work efficiently; however, Company reserves the right to take the time it deems reasonably necessary to complete, revise, organize, prepare, finalize, or deliver services according to Company's standards, workload, scheduling, revision cycles, staffing, internal processes, operational demands, and Client cooperation. Company manages multiple clients, projects, and obligations and is not required to prioritize Client's project over any other project, client, internal matter, or business obligation. Extended timelines, delays, perceived delays, staggered completion, or rescheduling do not constitute breach and do not justify cancellation, refund, chargeback, payment dispute, or non-payment.

19. Client Delays, Non-Responsiveness, and Project Inactivity

If Client becomes unresponsive, delays approvals, fails to provide materials, misses communications, or stalls decision-making, Company may pause, reschedule, downgrade priority, close, or archive the project without refund. Company may determine, in its sole discretion, that a project is inactive, delayed, abandoned, or unable to proceed due to Client conduct. Client inactivity does not relieve Client of payment obligations, and Company may require additional fees to restart, reopen, revise, reactivate, or resume an inactive or delayed project.

20. Recurring Services, Retainers, Subscriptions, and Monthly Billing

If Client purchases Recurring Services — including Growth Optimization Services, Growth Operations Services, consulting, maintenance, support, recurring business services, advertising related services, software access, Third-Party System access, subscriptions, retainers, recurring optimization, recurring administration, recurring implementation support, Care Services, Revenue Scaling Services, Lead Intelligence Services, or any other recurring service — Client authorizes Company to charge Client on a recurring basis according to the applicable invoice, payment link, subscription, proposal, Statement of Work, order form, or other billing arrangement.

Recurring fees compensate Company for ongoing professional availability, account management, consulting, strategic planning, recurring optimization, recurring administration, monitoring, maintenance, implementation support, workflow refinement, operational support, business improvement, artificial intelligence optimization, automation optimization, CRM administration, reporting review, implementation guidance, software administration, communication support, platform oversight, recurring business consulting, resource allocation, continued service readiness, professional expertise, and other recurring professional services identified in the applicable service-specific documentation.

Client expressly acknowledges that Recurring Services are relationship-based professional services and are not measured solely by the number of tasks completed, hours worked, revisions performed, workflows modified, meetings conducted, requests submitted, automation changes made, artificial intelligence adjustments completed, or other individual activities performed during any specific billing cycle. Certain billing periods may involve substantial implementation assistance, optimization, troubleshooting, workflow refinement, artificial intelligence training, consultation, reporting, planning, or monitoring, while other billing periods may primarily consist of ongoing availability, monitoring, operational oversight, recurring consultation, preventative review, administrative support, implementation planning, or maintaining continued readiness to assist Client as reasonably necessary.

Unless expressly stated otherwise in writing, Recurring Services are intended to optimize, maintain, monitor, administer, improve, support, refine, consult upon, and enhance Client's existing systems and purchased Services, and do not obligate Company to perform unlimited work, unlimited revisions, unlimited development, unlimited implementation, unlimited workflow creation, unlimited automation development, unlimited artificial intelligence training, unlimited consulting, unlimited support, unlimited content creation, unlimited website redesigns, unlimited CRM rebuilding, unlimited funnel development, unlimited software development, or unlimited implementation during any billing period. Significant expansions, substantial redesigns, major implementation projects, new website builds, additional funnels, additional CRM environments, major workflow development, new automation systems, new artificial intelligence implementations, major restructuring, new platform migrations, additional business systems, or other substantial work outside the purchased Recurring Service may constitute separate implementation services subject to separate pricing, proposals, invoices, Statements of Work, or other billing arrangements as determined by Company.

All Recurring Services remain subject to the reasonable workload limitations, scope limitations, scheduling priorities, operational capacity, implementation priorities, and service terms contained within this Agreement and the applicable service-specific documentation. Company retains sole discretion to determine whether requested work falls within the purchased Recurring Service, constitutes additional implementation work, materially expands the original scope, or otherwise requires separate billing.

No refunds or prorated refunds shall be issued for partial billing periods, unused Services, limited usage, Client inactivity, Client delay, failure to request available Services, cancellation after billing, or Client's decision not to utilize Recurring Services during any billing cycle. Failure to cancel Recurring Services before the next applicable billing cycle constitutes acceptance of the next billing cycle and authorization for the associated recurring charge.

20A. Third-Party Software, CRM, Artificial Intelligence, Communication Services, Usage-Based Billing, and Rebilling

Client acknowledges that certain Services may require or include access to Third-Party software, CRM platforms, artificial intelligence services, communication platforms, automation platforms, reseller software, Hosted Services, Managed Environments, communication providers, cloud providers, or other software-enabled services provided directly or indirectly through Company.

Where applicable, Client authorizes Company to bill, rebill, pass through, collect, invoice, or otherwise recover from Client all applicable Third-Party subscription fees, recurring software charges, platform fees, CRM subscription fees, artificial intelligence subscription and usage fees, communication charges, telephone charges, SMS and MMS charges, email charges, premium application charges, licensing fees, vendor charges, usage-based fees, metered service charges, reseller charges, Hosted Service fees, Managed Environment fees, or other Third-Party costs incurred in connection with Client's Services. Such Third-Party charges are separate from Company's professional service fees, implementation fees, consulting fees, optimization fees, management fees, maintenance fees, recurring service fees, and other professional compensation, and payment of Third-Party charges compensates the applicable software provider or vendor for continued platform availability, software licensing, communications, usage, or related services rather than for Company's professional labor.

Unless otherwise expressly stated in writing, Third-Party subscriptions and related software services may renew automatically according to the applicable billing cycle established by Company or the underlying software provider, and Client authorizes Company to collect such recurring amounts as they become due. Client remains solely responsible for all usage generated through Client's business, users, employees, contractors, customers, websites, CRM systems, automations, workflows, artificial intelligence systems, communication systems, forms, funnels, or other operational infrastructure associated with Client's account, regardless of whether such usage is generated directly by Client, Client's staff, Client's customers, or automated systems operating on Client's behalf.

Failure to timely pay any applicable Third-Party cost may result in suspension, restriction, revocation, downgrade, interruption, or termination of applicable software access, communication services, Hosted Services, Managed Environments, artificial intelligence functionality, automation systems, CRM systems, websites, integrations, workflows, or other Services until all outstanding amounts have been paid in full. Company shall not be liable for any interruption, downtime, loss of functionality, communication failure, operational disruption, data limitation, or other consequence resulting directly or indirectly from Client's failure to timely pay such amounts.

Nothing in this Section obligates Company to provide Third-Party software, CRM platforms, artificial intelligence services, communication services, or other software-enabled services at cost, without markup, without reseller compensation, or without reimbursement where otherwise permitted by this Agreement. All pricing, rebilling methodology, bundled pricing, software packaging, reseller arrangements, vendor relationships, administrative structures, and billing methods remain within Company's sole discretion unless otherwise required by applicable law or expressly agreed in writing.

21. Cancellation, Early Termination, and Effect of Cancellation

Client may request cancellation of Recurring Services, or may elect to cancel, terminate, suspend, abandon, or discontinue Services generally, at any time by providing written notice to Company. Company may likewise cancel, suspend, or terminate Recurring Services at any time, with or without cause, before the next billing cycle. Upon cancellation, Company's obligation to provide future Recurring Services ceases immediately or at the end of the then-current paid cycle, at Company's discretion. Cancellation does not erase outstanding balances, does not create refund rights, and does not affect amounts already earned or billed.

For one-time, project-based, fixed-fee, deposit-based, setup-based, implementation-based, onboarding-based, or otherwise non-recurring Services, all amounts previously paid remain earned and non-refundable to the fullest extent permitted by applicable law. Initial deposits, retainers, onboarding payments, implementation fees, setup fees, upfront payments, and similar charges compensate Company for professional labor, planning, scheduling, administrative preparation, project intake, implementation activities, reserved capacity, opportunity cost, software provisioning, Hosted Service preparation, and Managed Environment configuration, and services commenced on Client's behalf. Unless otherwise stated in writing within the applicable service-specific documentation, Client's termination of one-time or project-based Services creates no obligation for Company to refund previously paid amounts, continue work, complete unfinished work, transfer partially completed work, or provide additional Services beyond those already earned. Upon termination, Company may immediately suspend work, close the project, archive project materials, revoke unfinished service access, discontinue future implementation activities, and exercise any rights otherwise available under this Agreement.

For Recurring Services, cancellation must be received before the next billing cycle to avoid renewal of recurring charges. If Client has already been billed for the next recurring billing period before cancellation becomes effective, Client remains entitled to receive the purchased Services through the end of the then-current paid billing cycle, after which Recurring Services automatically terminate unless otherwise agreed in writing by Company. During the remainder of the paid billing cycle, Company may continue administering applicable Managed Environments, Hosted Services, and other recurring operational systems as reasonably necessary to fulfill the remaining paid term of service.

Cancellation, termination, suspension, abandonment, discontinuation, expiration, or non renewal of Services shall not relieve Client of any outstanding payment obligations, recurring charges already incurred, usage-based charges, software charges, communication charges, third-party charges, implementation fees, professional service fees, administrative fees, transition fees, offboarding fees, or any other amounts earned, billed, incurred, committed, or otherwise due before the effective termination date. No prorated refunds shall be required unless expressly approved in writing by Company. Unused service capacity, unused support availability, unused consulting time, unused communication allocations, unused software access, unused optimization services, unused recurring management, or Client's failure to utilize available Services shall not convert into credits, future services, rollover services, extensions, reimbursements, offsets, reductions, or additional obligations of Company.

Notwithstanding the foregoing, Company reserves the unrestricted right, in its sole discretion and without creating precedent, continuing obligation, waiver of future rights, or expectation of similar treatment, to forgive balances, negotiate settlements, issue credits, waive fees, reduce charges, continue Services, extend deadlines, or otherwise resolve individual matters in any manner it determines appropriate.

21A. Offboarding Services, Transition Assistance, and Managed Environment Closure

Upon cancellation or termination of Recurring Services, Client may elect to purchase Company's Offboarding Services. Offboarding, migration, transition assistance, administrative transfer, export assistance, reconstruction assistance, vendor coordination, replacement agency coordination, Hosted Service transition, Managed Environment transition, credential assistance, domain assistance, technical consultation, and similar transition activities are separate professional services and are not included within recurring service fees unless expressly stated otherwise in writing.

Unless Offboarding Services are purchased, Company has no obligation to transfer, migrate, reconstruct, recreate, document, export, coordinate, preserve, or otherwise transition Managed Environments, Hosted Services, software configurations, operational systems, automations, workflows, integrations, communication systems, CRM environments, reporting environments, dashboards, administrative structures, or other hosted operational infrastructure following termination of Services. Client retains ordinary access to purchased Recurring Services and Managed Environments through the expiration of the then-current paid billing cycle. Upon expiration of the paid billing cycle, Company may suspend administrative access, discontinue Hosted Services, deactivate Managed Environments, disconnect integrations, revoke delegated permissions, suspend communication services, archive operational environments, remove software access, or otherwise terminate hosted operational infrastructure unless Offboarding Services have been purchased or another written agreement exists between the Parties.

Offboarding Services are billed at Company's then-current offboarding fee or another mutually agreed written fee, and payment is due before transition work begins unless otherwise approved in writing by Company. Where Offboarding Services are purchased and all outstanding balances have been paid, Company shall use commercially reasonable efforts to assist with transition activities, which may include exporting available Client Data, transferring available credentials, coordinating with replacement service providers, assisting with domain transfers, facilitating administrative transitions, providing available documentation, assisting with Managed Environment transitions, or performing other mutually agreed transition services.

Client acknowledges that certain Third-Party Systems, software providers, white-label providers, reseller relationships, cloud providers, communication providers, platform restrictions, software limitations, licensing structures, vendor requirements, technical limitations, application programming interfaces, security restrictions, or contractual obligations may limit, delay, restrict, or prevent the migration, export, duplication, recreation, portability, or transfer of certain systems, configurations, automations, workflows, integrations, reports, communication history, software features, Hosted Services, or Managed Environments. Company does not warrant or guarantee that every Hosted Service, Managed Environment, software feature, automation, workflow, dashboard, reporting environment, communication system, operational system, or configuration can be transferred to another provider. Where technical limitations prevent complete migration, Company shall notify Client and the Parties shall cooperate in good faith to identify a commercially reasonable transition solution.

Client acknowledges that migration and reconstruction constitute separate professional services. Migration generally involves transferring existing information where technically available, while reconstruction involves creating, rebuilding, redesigning, or reimplementing systems within another software platform or operational environment. Reconstruction services constitute new implementation Services and are billed under Company's then-current implementation pricing unless otherwise agreed in writing.

Unless otherwise agreed in writing, Company shall retain inactive Managed Environments, Hosted Services, available Client Data remaining under Company's control, and related hosted operational information for up to thirty (30) calendar days following termination of Services. After expiration of that thirty-day retention period, Company may permanently delete, deactivate, archive, overwrite, release, or otherwise dispose of inactive Hosted Services, Managed Environments, backups, administrative structures, software configurations, operational environments, and any remaining hosted information under its control without further notice to Client. Client acknowledges that recovery following permanent deletion may not be possible.

Failure to purchase Offboarding Services, failure to maintain required payments, abandonment of Services, failure to respond during the transition process, or failure to request transition assistance before expiration of the applicable retention period constitutes Client's acceptance of the risks associated with permanent closure of Hosted Services and Managed Environments. Company shall not be responsible for losses resulting from Client's failure to timely request or purchase Offboarding Services.

Nothing in this Section obligates Company to disclose proprietary Company Materials, recreate proprietary workflows, duplicate internal methodologies, transfer proprietary templates, disclose confidential implementation standards, or rebuild proprietary operational systems for another provider except as expressly agreed in writing.

22. Late Payments, Suspension, and Service Interruption

Any invoice, recurring payment, installment, retainer, or billed amount not paid when due is considered late. If any amount remains unpaid, Company may suspend services, pause work, revoke access, disable management services, remove administrative privileges, withhold deliverables, delay transfer, stop communication, cancel ongoing work, terminate services, or disable third-party system access without notice. Such suspension, delay, or cancellation does not relieve Client of any payment obligation, and all amounts previously paid remain non-refundable. Company is not responsible for losses, downtime, delays, technical issues, missed opportunities, data loss, account access issues, or business consequences resulting from suspension due to non-payment.

23. Ownership, Company Materials, Client Data, Managed Environments, and Intellectual Property Before Full Payment

All work product, Deliverables, designs, drafts, files, code, layouts, structures, copy, written materials, graphics, branding elements created by Company, configurations, setups, software configurations, workflows, automations, implementation methodologies, reporting structures, CRM architecture, communication systems, Hosted Services, Managed Environments, templates, operational systems, reusable assets, documentation, proprietary prompts, business methods, strategies, processes, service frameworks, naming conventions, optimization methodologies, administrative structures, internal operating procedures, and all other intellectual property, proprietary materials, or Company Materials created, assembled, configured, revised, developed, implemented, licensed, hosted, administered, maintained, or otherwise provided by Company shall remain the exclusive property of Company until all outstanding balances, recurring charges, implementation fees, software charges, usage-based fees, transition fees, offboarding fees, and all other amounts due under this Agreement have been paid in full. Until full payment has been received, Client receives no ownership interest, transfer rights, administrative rights, export rights, licensing rights, software rights, source rights, platform rights, or other proprietary interest except as expressly granted in writing by Company.

Client acknowledges that Company may provide Services through Managed Environments, Hosted Services, white-label software, reseller programs, parent agency accounts, delegated administrative environments, fulfillment partners, strategic partners, contractors, subcontractors, software vendors, cloud providers, communication providers, or other commercial arrangements selected by Company, and that the underlying ownership, licensing, hosting, reseller, administrative, or operational structure of such Managed Environments shall not alter the ownership rights, administrative authority, or contractual protections established by this Agreement.

Client retains exclusive ownership of Client's independently owned business assets, including Client's business name, trade name, trademarks, service marks, copyrighted materials owned by Client, products, customer relationships, customer records, customer contact information, appointments, opportunities, uploaded content, branding supplied by Client, business records, financial records, communications, Client-generated data, and other property legally belonging to Client. Nothing in this Agreement transfers ownership of Client's business or independently owned business assets to Company solely because such assets are utilized in connection with the Services.

Notwithstanding the foregoing, Company retains exclusive ownership of all Company Materials, including without limitation proprietary templates, implementation methodologies, workflow architecture, automation architecture, CRM architecture, reporting methodologies, software configurations, internal documentation, proprietary prompts, reusable assets, business methods, service frameworks, optimization methodologies, operating procedures, implementation standards, administrative structures, internal systems, reusable processes, know-how, technical methods, proprietary configurations, and all other proprietary intellectual property developed, licensed, configured, hosted, administered, maintained, or otherwise utilized by Company, whether existing prior to commencement of Services or developed during the business relationship.

Where Company Materials are incorporated into Deliverables or Managed Environments, Client receives only the limited right to access and utilize such Deliverables or Managed Environments as necessary to receive the purchased Services during the active service relationship. Client acquires no ownership interest in Company Materials, proprietary configurations, implementation methodologies, operational systems, administrative structures, Hosted Services, Managed Environments, reusable assets, or proprietary workflows unless expressly transferred by separate written agreement executed by Company. Administrative authority exercised by Company in connection with Hosted Services or Managed Environments shall not be construed as ownership of Client's business, customer relationships, customer information, trademarks, business records, financial information, or other independently owned Client property. Likewise, Client's ownership of its business and Client Data shall not be interpreted as ownership of Company's infrastructure, administrative framework, Hosted Services, Managed Environments, operational architecture, implementation methodologies, proprietary workflows, automation structures, software configurations, Company Materials, or other proprietary business systems.

Until all outstanding balances have been paid in full, Company expressly retains all rights permitted by law to withhold transfer of Deliverables, Hosted Services, Managed Environments, administrative authority, credentials, software configurations, implementation documentation, migration assistance, transition assistance, exported materials, administrative permissions, platform access, operational systems, and other transferable items to the fullest extent permitted by applicable law. Client acknowledges that withholding such items pending payment does not constitute conversion, interference with business operations, breach of contract, unauthorized access, or other actionable misconduct where otherwise permitted by this Agreement or applicable law.

23A. Artificial Intelligence Configurations, Prompts, Training Methods, and Proprietary Systems

Without limiting the ownership protections contained within Section 23, Client acknowledges that Company may create, configure, develop, organize, improve, license, or utilize proprietary artificial intelligence materials and methods in connection with the Services, including prompts, prompt sequences, system instructions, agent instructions, voice-agent instructions, conversational logic, response guidelines, personality configurations, tone configurations, qualification logic, escalation rules, routing logic, knowledge-base structures, training methodologies, testing methodologies, conversation frameworks, data-organization methods, call flows, workflow connections, Automation structures, evaluation criteria, optimization processes, implementation standards, reusable instructions, technical configurations, and other AI-related Company Materials. All such Company Materials shall remain the exclusive property of Company unless expressly transferred through a separate written agreement executed by Company.

Client's ownership of Client Data, business information, customer information, products, services, policies, documents, or other independently owned materials used to train, configure, or operate an AI System does not create any ownership right in Company's prompts, methodologies, structures, technical configurations, training processes, workflows, reusable systems, implementation methods, or other Company Materials. Where Company's Company Materials are incorporated into an AI System, Managed Environment, Hosted Service, Workflow, Automation, CRM environment, communication system, or other Deliverable, Client receives only the limited right to access and utilize the applicable system as necessary to receive the purchased Services during the active service relationship, subject to the payment, licensing, ownership, cancellation, transfer, and Offboarding provisions contained within this Agreement.

Client shall not copy, extract, reverse engineer, reproduce, distribute, sell, sublicense, disclose, transfer, repurpose, recreate, or provide to another service provider any proprietary prompt, prompt sequence, system instruction, AI configuration, training methodology, conversation framework, workflow architecture, technical configuration, or other Company Material without Company's prior written authorization.

Client acknowledges that output generated by an AI System may be influenced by Client Data, Company Materials, Third-Party Systems, external models, vendor configurations, user instructions, system updates, and probabilistic processing. Ownership of Client's independently owned information remains with Client, while ownership of Company's proprietary implementation methods and Company Materials remains with Company. Nothing in this Section requires Company to disclose internal prompts, hidden instructions, proprietary configuration details, testing methodologies, optimization records, internal documentation, reusable training structures, model-selection processes, vendor arrangements, or other confidential Company Materials.

24. Transfer of Ownership, Managed Environments, Hosted Services, and Administrative Control

Upon satisfaction of all applicable payment obligations, Company may, in its sole discretion and as applicable to the purchased Services, transfer ownership, provide administrative access, assign credentials, provide login information, transfer domain control, transition Hosted Services, transition Managed Environments, transfer project assets, provide platform access, provide software access, provide exported Client Data, provide account invitations, or otherwise facilitate transition of applicable Deliverables to Client in accordance with this Agreement. Nothing in this Section obligates Company to transfer proprietary Company Materials, internal methodologies, reusable assets, implementation standards, proprietary workflows, operational systems, software architecture, administrative frameworks, or other Company Materials unless expressly agreed in writing.

Transfer is deemed complete when Company provides Client with commercially reasonable access to the applicable Deliverables, Hosted Services, Managed Environments, credentials, administrative invitations, domain transfer authorization, exported Client Data where applicable, platform access, software access, project files, transfer instructions, or other reasonable means of obtaining access. Client's failure to retrieve credentials, accept invitations, complete administrative acceptance, log into transferred

systems, acknowledge receipt, review transferred information, or otherwise utilize the provided access does not delay, invalidate, rescind, or otherwise affect completion of the transfer.

Where Services include Hosted Services, Managed Environments, recurring software services, reseller environments, white-label platforms, CRM systems, communication systems, automation systems, reporting environments, dashboards, operational systems, or other software-enabled services administered by Company, Client acknowledges that transfer may require administrative coordination, vendor cooperation, software licensing compliance, technical review, third-party approval, platform availability, security verification, or other transition activities outside Company's direct control, and transfer timelines may vary accordingly. Company shall not be liable where such limitations prevent complete transfer, provided that Company has used commercially reasonable efforts to facilitate the transition. Nothing in this Section obligates Company to recreate proprietary Company Materials, duplicate internal implementation methodologies, disclose confidential documentation, rebuild proprietary workflow architecture, reproduce internal reporting methodologies, recreate automation architecture, disclose reusable templates, transfer proprietary operating procedures, or otherwise provide proprietary business systems developed by Company for use across multiple clients.

Where Offboarding Services have been purchased pursuant to Section 21A, transition activities are governed by the Offboarding provisions of this Agreement. Where Offboarding Services have not been purchased, Company may complete only those transfer activities otherwise required by this Agreement or applicable law, and has no obligation to provide additional migration assistance, administrative coordination, reconstruction services, replacement agency consultation, technical transition assistance, or other professional transition services.

For purposes of this Agreement, transfer of Client-owned information does not constitute transfer of Company Materials, and transfer of Company-administered Hosted Services does not constitute transfer of proprietary Company infrastructure. Client retains ownership of Client Data and independently owned business assets, while Company retains ownership of Company Materials, Hosted Service architecture, administrative frameworks, implementation methodologies, proprietary workflows, operational systems, and all other proprietary business assets not expressly transferred in writing.

25. Client Responsibility After Transfer

Following completion of any transfer pursuant to Section 24, Client assumes full responsibility for the continued ownership, operation, administration, maintenance, security, compliance, licensing, renewal, payment, and ongoing management of all Client-owned assets, domains, software subscriptions, hosting services, communication systems, advertising accounts, payment processors, cloud services, business records, customer information, and other systems transferred into Client's possession or control, including all associated hosting fees, domain registration fees, software subscription fees, communication charges, platform fees, renewal fees, cloud service charges, third-party licensing fees, maintenance costs, operating expenses, security measures, backups, compliance obligations, vendor relationships, and technical support.

Following completion of transfer, Company has no continuing obligation to provide maintenance, technical support, security monitoring, software updates, compatibility updates, platform management, Hosted Services, Managed Services, recurring optimization, recurring consulting, recurring administration, communication services, operational monitoring, troubleshooting, vendor coordination, software licensing, third-party support, system maintenance, data preservation, or future modifications unless the Parties separately enter into a written agreement for continuing Services.

Where Client elects to terminate Recurring Services without purchasing Offboarding Services pursuant to Section 21A, Client expressly acknowledges that Hosted Services, Managed Environments, administrative structures, communication systems, CRM environments, automation systems, dashboards, reporting environments, software workspaces, operational systems, reseller environments, white-label environments, and other Company-administered infrastructure may be discontinued following expiration of the paid billing cycle and subsequent expiration of the applicable retention period, and Company has no continuing obligation to preserve, host, administer, maintain, archive, or otherwise retain such environments beyond the obligations expressly stated within this Agreement.

Where Offboarding Services are purchased, Company shall use commercially reasonable efforts to complete the agreed transition activities; however, successful transition may depend upon cooperation from software providers, hosting providers, communication providers, cloud providers, payment processors, domain registrars, advertising platforms, licensing authorities, reseller programs, white-label providers, strategic partners, parent agency accounts, replacement service providers, and other third parties outside Company's reasonable control, and Company shall not be liable for delays, interruptions, incomplete migrations, transfer restrictions, technical incompatibilities, vendor limitations, discontinued software, licensing restrictions, or other circumstances arising from third-party systems.

Reconstruction of Hosted Services, Managed Environments, automation systems, workflows, CRM architecture, reporting systems, software configurations, operational structures, communication systems, or other business infrastructure within another provider's platform constitutes new implementation services rather than continuation of existing Services. Unless otherwise agreed in writing, such reconstruction is not included within ordinary transfer assistance or Offboarding Services and is instead billed separately under Company's then current implementation pricing.

Nothing in this Section requires Company to recreate proprietary Company Materials, disclose confidential implementation methodologies, duplicate internal workflows, reproduce proprietary automation architecture, provide reusable templates, disclose internal documentation, or otherwise transfer Company Materials developed for use across multiple clients. Client acknowledges that ownership of Client Data does not create ownership rights in Company's proprietary infrastructure, implementation methods, Hosted Service architecture, Managed Environment architecture, operational systems, administrative framework, software configurations, or Company Materials.

Upon completion of transfer, or upon expiration of the applicable retention period where transfer is not completed, Client assumes all risks associated with future operation, maintenance, security, compliance, vendor relationships, software compatibility, platform updates, third-party service interruptions, and ongoing operation of the transferred systems. Company shall not be responsible for losses, downtime, business interruption, incompatibilities, operational failures, data changes, platform modifications, vendor decisions, or future technical issues occurring after transfer has been completed or Company's contractual obligations have otherwise ended.

26. No Refund Policy After Transfer, Launch, Access, or Use

Client agrees that all payments remain non-refundable after any transfer, launch, publication, access handoff, credential release, domain transfer, account access, project delivery, software access, third-party system access, or use of any deliverable. Transfer, launch, access, or delivery constitutes full and sufficient delivery of services rendered for purposes of the payment obligation, regardless of whether Client later modifies, uses, misuses, neglects, discontinues, dislikes, replaces, or encounters issues with the project. No refunds, credits, offsets, reversals, or reimbursements shall be issued after transfer, launch, access, use, or delivery.

27. Third-Party Tools, Platforms, Accounts, Hosted Services, and Managed Environments

Client acknowledges that Company may rely upon, integrate with, administer, host, configure, license, resell, sublicense, bundle, white-label, or otherwise provide access to Third-Party Systems in connection with the Services provided under this Agreement. Company may structure Client access to Third-Party Systems through Company-controlled accounts, Managed Environments, Hosted Services, agency accounts, reseller accounts, white-label environments, delegated administrative environments, parent agency structures, strategic partner environments, software licensing arrangements, commercial partnerships, or other operational structures selected by Company in its sole discretion. The underlying ownership, licensing, hosting, billing, reseller, administrative, or contractual structure utilized by Company shall not affect the rights, obligations, ownership provisions, administrative authority, or protections established by this Agreement.

Client expressly acknowledges that Managed Environments and Hosted Services administered by Company may be owned, licensed, hosted, maintained, fulfilled, administered, or otherwise operated through software vendors, parent agencies, reseller relationships, strategic partnerships, contractors, subcontractors, cloud providers,

communication providers, or other commercial arrangements selected by Company. Regardless of the underlying ownership structure, such Managed Environments remain subject to this Agreement throughout the active service relationship between the Parties.

Company does not control the independent operation, availability, pricing, security, functionality, policies, licensing requirements, vendor decisions, service interruptions, outages, technical limitations, software defects, updates, feature availability, account restrictions, suspensions, billing practices, platform changes, compatibility, data retention policies, transfer capabilities, security incidents, or future operation of Third-Party Systems, and shall not be liable for any losses, interruptions, damages, business interruption, data loss, incompatibility, vendor actions, discontinued features, account suspensions, pricing changes, software limitations, or other circumstances arising directly or indirectly from Third-Party Systems beyond Company's reasonable control. Client remains solely responsible for reviewing and complying with all applicable third-party terms of service, acceptable use policies, privacy policies, licensing requirements, communication requirements, payment obligations, regulatory obligations, platform rules, and vendor requirements applicable to Client's use of Third-Party Systems.

Where Third-Party Systems are provided as part of Recurring Services, Managed Services, Hosted Services, software-enabled services, recurring subscriptions, or other continuing service relationships, continued access may depend upon Client maintaining active service status, timely payment of recurring charges, payment of applicable software fees, usage-based charges, communication charges, vendor charges, licensing fees, and continued compliance with this Agreement. Suspension, cancellation, expiration, breach, chargeback, non-payment, platform restrictions, vendor action, or termination of Services may result in suspension, restriction, discontinuation, revocation, or permanent loss of access to applicable Third-Party Systems. Hosted Services, Managed Environments, software features, communication systems, automations, workflows, integrations, reporting environments, dashboards, or operational infrastructure without liability to Company where otherwise permitted by this Agreement.

Nothing in this Agreement requires Company to provide direct ownership of Third-Party Systems, direct vendor relationships, direct software licensing, vendor-level administrative authority, wholesale pricing, reseller pricing, internal cost disclosures, commission disclosures beyond those otherwise required by law, proprietary licensing information, vendor agreements, parent agency access, or internal commercial arrangements utilized by Company to provide Services. Company may reasonably modify, replace, migrate, restructure, substitute, or reconfigure Third-Party Systems, Managed Environments, Hosted Services, software vendors, communication providers, integrations, cloud providers, or operational infrastructure where reasonably necessary to continue providing Services, improve operational efficiency, maintain software compatibility, comply with vendor requirements, address security concerns, or adapt to changing technology, provided such changes do not materially eliminate the purchased category of Services. Such operational changes do not constitute breach of contract, misrepresentation, failure to perform, or grounds for refund, chargeback, cancellation, fee reduction, or reimbursement.

For avoidance of doubt, administrative authority exercised by Company over Third-Party Systems, Managed Environments, Hosted Services, agency accounts, white-label environments, reseller platforms, or software-enabled services exists solely for the purpose of administering the purchased Services and shall not be interpreted as ownership of Client's independently owned business assets, customer relationships, trademarks, business records, financial information, or Client Data. Likewise, Client's ownership of its business shall not be interpreted as ownership of Company's Hosted Service architecture, Managed Environments, administrative framework, implementation methodology, operational systems, software configurations, proprietary workflows, Company Materials, or other proprietary business infrastructure.

28. Third-Party Systems, Resale, Bundling, and Commission Disclosure

Company may, at its sole discretion, utilize, recommend, integrate, resell, sublicense, bundle, white-label, mark up, repack, or provide access to Third-Party Systems as part of Client's services, project, or overall solution. Client acknowledges that Company may resell, bundle, include, or provide Third-Party Systems as part of its service offerings; may charge Client directly for such systems as a standalone charge or as part of a bundled service fee; and may mark up, repack, reprice, or structure such systems at Company's sole discretion.

Client further acknowledges that Company may earn commissions, referral fees, reseller margins, revenue share, partner income, incentive payments, credits, discounts, rebates, benefits, or other compensation from third-party providers in connection with Client's use, purchase, subscription, account creation, or continued use of Third-Party Systems. Such compensation does not constitute a conflict of interest, does not reduce Client's payment obligations, does not create a refund right, and does not require Company to disclose commission amounts, margins, partner terms, wholesale pricing, reseller pricing, internal costs, or vendor-side compensation details unless required by law.

Pricing for Third-Party Systems provided through Company may differ from publicly listed pricing, direct vendor pricing, promotional pricing, reseller pricing, partner pricing, or pricing available through other providers. Access to Third-Party Systems may be provided through Company-managed accounts, client sub-accounts, licenses, reseller access, agency accounts, partner links, integrations, subscriptions, white-labeled systems, or direct vendor accounts, as determined by Company.

Removal, cancellation, termination, non-payment, chargeback, platform restriction, or breach of this Agreement may result in loss of access to Third-Party Systems, data, automations, workflows, accounts, features, integrations, or software functionality. Continued access to Third-Party Systems may require ongoing payment to Company or to the applicable third-party provider. Company makes no guarantees regarding third-party performance, uptime, features, pricing stability, feature availability, data retention, account continuity, vendor support, platform policies, or long-term availability.

29. Compliance, Legal Policies, and Regulated Content

Company does not provide legal, tax, accounting, financial, medical, insurance, employment, regulatory, or compliance advice. Client is solely responsible for ensuring that Client's website, marketing, offers, business practices, privacy policies, terms of service, advertising claims, SMS/email communications, industry disclosures, and legal documents comply with applicable laws, regulations, platform policies, and industry rules. Company may assist with general content, templates, structure, or implementation, but such assistance does not constitute legal advice or a legal compliance guarantee. Client agrees to consult qualified professionals for legal, tax, accounting, financial, regulatory, privacy, advertising, or compliance matters.

Client remains solely responsible for all representations, earnings claims, product claims, service claims, testimonials, before-and-after claims, health claims, financial claims, advertising statements, promotional representations, disclosures, guarantees, and compliance obligations associated with Client's business, products, services, marketing, and advertising activities. Company does not independently verify the legality, accuracy, substantiation, or regulatory compliance of Client-provided claims, advertisements, offers, promotions, testimonials, or business practices.

29A. International Clients, Cross-Border Services, Sanctions, Export Controls, and Foreign-Law Responsibility

Company may provide Services to clients, businesses, individuals, organizations, projects, customers, audiences, markets, accounts, platforms, or operations located outside the United States. Client acknowledges that cross-border services may be affected by United States law, Colorado law, foreign law, sanctions programs, export-control requirements, trade restrictions, currency controls, banking restrictions, tax requirements, privacy laws, data-transfer restrictions, advertising regulations, consumer-protection laws, telecommunications requirements, platform policies, and other legal or regulatory requirements.

Client Identity, Authority, and Required Disclosures

Client represents and warrants that all names, identities, business names, ownership information, addresses, locations, payment information, industry descriptions, business activities, intended uses, end users, end customers, destinations, beneficiaries, and other information supplied to Company are accurate, current, complete, and not misleading.

Client further represents and warrants that the individual accepting this Agreement or authorizing payment has authority to bind Client and that Client has accurately disclosed

the legal identity of the person or entity purchasing, receiving, paying for, controlling, using, or materially benefiting from the Services.

Client shall promptly notify Company of any material change to Client's legal identity, ownership, control, address, country of operation, payment source, industry, intended use, end user, end customer, destination, or business activity during the service relationship.

Client shall not conceal, misrepresent, disguise, or omit the identity, ownership, control, location, payment source, intended use, end use, end user, destination, or beneficiary of any transaction, account, project, Service, or Deliverable.

Sanctions, Restricted Parties, and Prohibited Activities

Client represents and warrants that neither Client nor, to Client's knowledge, any owner, controlling person, authorized representative, payment source, intended beneficiary, disclosed end user, or disclosed end customer involved in the Services is a person or entity with whom Company is prohibited or restricted from conducting business under applicable law.

Client further represents and warrants that neither Client nor, to Client's knowledge, any such related person or entity is subject to applicable sanctions, blocking requirements, transaction prohibitions, export restrictions, trade restrictions, denied-party restrictions, or other restrictions administered or enforced by the United States Department of the Treasury, Office of Foreign Assets Control; the United States Department of Commerce, Bureau of Industry and Security; the United States Department of State; or any other governmental authority having jurisdiction over Company, Client, the payment, or the Services.

Client shall not request, use, transfer, provide, disclose, resell, redirect, export, reexport, deploy, distribute, or otherwise make available any Service, Deliverable, software, technology, data, account, credential, system, workflow, automation, technical information, or other item supplied, configured, or implemented by Company in violation of applicable sanctions, export controls, trade restrictions, embargoes, prohibited-end-use restrictions, prohibited-end-user restrictions, or other applicable law.

Client shall not use Company or the Services to facilitate unlawful conduct; evade or circumvent sanctions, export controls, banking restrictions, platform restrictions, or governmental requirements; conceal the true parties to a transaction; or support any prohibited military, intelligence, weapons, nuclear, missile, terrorism, surveillance, cyber-intrusion, human-rights-abuse, or other restricted activity.

Verification, Screening, and Cooperation

Company may request legal names, government-issued identification, entity-formation records, ownership information, addresses, websites, business descriptions, payment-source information, tax documentation, end-use information, end-user information, destination information, regulatory documentation, or other information Company reasonably considers necessary to evaluate legal, sanctions, export-control, payment, fraud, security, reputational, regulatory, insurance, or operational risk.

Company may conduct identity, sanctions, restricted-party, business, payment, location, end-use, end-user, or compliance screening through governmental lists, public records, payment providers, financial institutions, platform providers, insurers, professional advisors, contractors, third-party databases, or other commercially reasonable sources. Client authorizes such screening and agrees to respond promptly, completely, and accurately to reasonable information requests.

Company's decision to conduct, limit, or not conduct screening does not constitute a representation, warranty, certification, assumption of responsibility, or legal determination regarding Client's compliance. Client remains independently and solely responsible for its own legal and regulatory compliance.

Client shall not interpret Company's acceptance of Client, receipt of payment, commencement of Services, completion of screening, or continued performance as confirmation that Client's business, activities, transactions, content, products, services, payments, customers, destinations, or intended uses comply with applicable law.

Company's Right to Reject, Suspend, or Terminate

Company is not required to accept, begin, or continue any international engagement. Company may reject, delay, pause, restrict, modify, suspend, or terminate any Service or engagement immediately if Company reasonably believes that Client, a related person, a payment, transaction, country, location, industry, end user, end use, destination, requested activity, or supplied information presents legal, sanctions, export-control, payment, fraud, security, regulatory, platform, reputational, insurance, or operational risk.

Company may also take such action if Client fails or refuses to provide requested information; if supplied information appears inaccurate, incomplete, inconsistent, or misleading; if a payment is delayed, rejected, reversed, frozen, blocked, restricted, or submitted by an undisclosed party; or if Company's financial institution, payment processor, insurer, platform provider, vendor, legal advisor, governmental authority, or other relevant party restricts, rejects, questions, or advises against the engagement.

Any good-faith refusal, delay, restriction, suspension, modification, or termination under this Section shall not constitute breach of contract, failure to perform, discrimination, wrongful interference, or grounds for a refund, chargeback, reimbursement, credit, offset, fee reduction, or damages against Company.

The payment, non-refundability, suspension, termination, and cost-recovery provisions contained elsewhere in this Agreement shall apply to any action taken under this Section. Client remains responsible for all amounts already earned, Services already performed, capacity already reserved, costs already incurred, Third-Party charges already committed, and other obligations accrued before the effective date of suspension or termination.

Nothing in this Agreement requires Company to accept or continue an engagement that Company reasonably believes may violate applicable law, expose Company to governmental or third-party action, jeopardize insurance coverage, create an unacceptable security or financial risk, or otherwise subject Company to material liability.

Client Responsibility for Foreign and Local Law

Client is solely responsible for identifying and complying with the laws, regulations, licenses, registrations, permits, disclosures, consumer protections, advertising rules, privacy requirements, data-protection requirements, telecommunications requirements, accessibility requirements, tax obligations, industry-specific rules, and other legal requirements applicable in every country, province, territory, state, municipality, or locality in which Client operates, markets, advertises, sells, communicates, collects data, processes data, or uses the Services or Deliverables.

Company does not provide foreign legal, tax, accounting, regulatory, customs, sanctions, export-control, privacy, or compliance advice. Company does not represent or warrant that any Service, Deliverable, website, advertisement, campaign, communication, policy, CRM system, automation, workflow, artificial intelligence system, Third-Party System, business practice, product, offer, or Client activity complies with the laws or regulatory requirements of any jurisdiction outside the United States.

Client shall obtain independent legal, tax, accounting, privacy, regulatory, and compliance advice in every jurisdiction where Client's activities reasonably require such advice. Any general recommendation, template, disclosure, policy, content, configuration, technical implementation, or other assistance supplied by Company does not replace Client's obligation to obtain appropriate professional review.

Client remains responsible for determining whether any Service or Deliverable may lawfully be received, accessed, used, transferred, published, deployed, distributed, or resold in Client's jurisdiction and in every jurisdiction targeted or served by Client.

International Data, Privacy, and Cross-Border Transfers

Client is solely responsible for identifying every jurisdiction in which Client collects, receives, stores, accesses, transmits, targets, monitors, tracks, profiles, processes, or directs Company or any Third-Party System to process personal information.

Client shall provide all required notices, obtain all required consents, establish all required lawful bases, honor applicable individual rights, obtain all required permissions, and execute all legally required data-processing or cross-border transfer documentation before supplying personal information or directing Company to perform affected Services.

Client shall not provide or direct Company to collect or process sensitive, regulated, restricted, health, biometric, financial, children's, government-issued, or other specially protected information unless Company expressly agrees in writing and all required safeguards, disclosures, authorizations, and agreements have been established.

Client acknowledges that Company may use employees, contractors, vendors, cloud providers, software providers, artificial intelligence providers, CRM providers, communication providers, hosting providers, payment providers, and other Third-Party Systems located in or operating from multiple jurisdictions. Subject to applicable law and any separately executed data-processing agreement, Client authorizes the reasonable processing and transfer of Client Data across jurisdictions as necessary to provide the purchased Services.

Company does not warrant that any Third-Party System, vendor, software provider, hosting location, data center, CRM, communication provider, artificial intelligence provider, integration, or cross-border transfer mechanism satisfies the laws of Client's jurisdiction. If applicable law requires a separate data-processing agreement, transfer mechanism, contractual addendum, local representative, registration, or other compliance measure, Client shall notify Company before supplying affected data or initiating the affected activity.

Relationship to Other Agreement Provisions

This Section supplements and does not replace the Client responsibility, legal compliance, Client content, privacy, cybersecurity, indemnification, limitation-of-liability, suspension, termination, payment, cost-recovery, governing-law, dispute-resolution, and force-majeure provisions contained elsewhere in this Agreement.

Without limiting Section 39, Client's indemnification obligations include claims, investigations, proceedings, penalties, fines, restrictions, payment holds, losses, liabilities, costs, and reasonable attorneys' fees arising from or related to Client's foreign operations; violation of foreign or local law; inaccurate identity, ownership, destination, end-user, end-use, or payment information; sanctions or export-control violations; unlawful cross-border data collection or transfers; foreign taxes or registrations; or Client's use, transfer, deployment, resale, or distribution of Services or Deliverables outside the United States.

30. Advertising Accounts, Campaigns, and Ad Spend

If Company assists with advertising, media buying, campaign strategy, ad setup, ad management, tracking, analytics, or marketing campaigns, Client remains solely responsible for ad spend, advertising budgets, platform fees, offer claims, landing page compliance, business practices, and account ownership unless otherwise agreed in writing. Company does not guarantee approval, account health, ad performance, cost per lead, cost per acquisition, revenue, profit, return on investment, or return on ad spend.

Advertising platforms may reject, restrict, suspend, disable, limit, delay, review, or ban accounts or campaigns for reasons outside Company's control. Client acknowledges that advertising and digital platforms, including but not limited to Meta, Facebook, Instagram, Google, TikTok, YouTube, LinkedIn, and other third-party advertising or communication systems, maintain independent policies, moderation systems, algorithmic controls, billing systems, delivery systems, optimization systems, and enforcement authority outside Company's control. Company shall not be liable for account bans, restrictions, disabled accounts, rejected ads, shadow bans, reduced reach, algorithm changes, audience fluctuations, CPM increases, account reviews, policy enforcement actions, payment holds, platform outages, tracking interruptions, pixel failures, attribution errors, billing differences, campaign pacing, overspend, delivery variations, or any reduction in campaign performance caused directly or indirectly by third party platform behavior or policy enforcement.

Client acknowledges that analytics systems, attribution models, tracking software, pixels, cookies, CRM reporting, conversion tracking, advertising dashboards, AI-generated insights, and third-party reporting systems may contain delays, discrepancies, inaccuracies, duplication, underreporting, overreporting, incomplete data, attribution variation, or reporting inconsistency, and Company does not guarantee the accuracy, completeness, or reliability of tracking data, attribution reporting, lead classification, conversion reporting, or platform analytics.

Unless expressly stated otherwise in writing, Company's service fees, management fees, consulting fees, strategy fees, recurring fees, retainer fees, campaign fees, and monthly pricing do not include advertising spend, media buying budgets, platform charges, boosted content costs, impression costs, click costs, lead costs, audience charges, platform billing, creative production costs, or any other third-party advertising expense. Advertising spend and media budgets remain separate obligations of Client and may be paid directly to the applicable platform or billed separately through Company if Company elects to manage billing arrangements. Any recommended advertising budget, suggested spend level, estimated media allocation, campaign recommendation, campaign objective, or amount invested into advertising provided or discussed by Company is advisory only and does not create any guarantee of performance, lead volume, customer acquisition, revenue, profitability, return on investment, return on ad spend, conversion rates, business growth, or any specific business outcome.

Client acknowledges that advertising budgets and media spend are approved, controlled, and funded by Client and involve inherent business risk, and Client remains solely responsible for approving, funding, increasing, decreasing, pausing, reducing, or continuing advertising budgets. Advertising platforms operate independently and may experience delayed billing, budget pacing, accelerated delivery, optimization changes, attribution differences, campaign fluctuations, billing timing differences, auction volatility, technical issues, spend fluctuations, or platform-level delivery variations, and Company does not guarantee that advertising spend will remain at or below any exact daily, weekly, monthly, campaign, or lifetime budget amount. Client authorizes reasonable campaign management and acknowledges that actual advertising charges may exceed recommended, estimated, configured, targeted, approved, or intended spend amounts due to platform behavior, billing cycles, delivery mechanics, account settings, technical limitations, platform optimization, platform overdelivery, pacing mechanics, or circumstances outside Company's control.

Except in cases of intentional misconduct by Company, Client remains responsible for all advertising charges incurred through Client-owned advertising accounts and payment methods and waives any claim for reimbursement, refund, offset, fee reduction, chargeback, indemnification, recovery, or financial responsibility against Company arising solely from advertising platform spend fluctuations, overdelivery, overspend, billing outcomes, pacing behavior, algorithmic delivery, or platform charging behavior. Failure to achieve desired results, target metrics, projected outcomes, expected performance, return thresholds, profitability goals, lead goals, customer acquisition goals, or subjective expectations shall not create any refund right, reimbursement obligation, credit, offset, reduction in fees, chargeback right, repayment obligation, or other financial responsibility of Company.

Management fees, strategy fees, consulting fees, service fees, and any advertising-related fees charged by Company remain earned and non-refundable to the maximum extent permitted by law regardless of campaign performance, platform performance, market conditions, customer response, attribution discrepancies, or business results. Advertising spend paid to third-party platforms remains subject to the applicable platform's policies and is not refundable by Company.

30A. Advertising Account Access, Administrative Permissions, and Management Authority

Unless otherwise agreed in writing, advertising accounts, business manager accounts, ad accounts, media accounts, billing profiles, pixels, audiences, conversion assets, and related advertising assets remain owned by Client. Client authorizes Company to receive, request, maintain, and utilize administrative, manager, delegated, agency, partner, or equivalent permissions reasonably necessary to perform services, including creating, configuring, restructuring, editing, publishing, pausing, activating, duplicating, testing, optimizing, monitoring, connecting, disconnecting, assigning permissions, configuring tracking, creating campaigns, creating audiences, implementing analytics, adjusting settings, and performing operational account management activities reasonably necessary for service delivery.

Client acknowledges and agrees that account management activities performed by Company in good faith during service delivery do not constitute unauthorized access, unauthorized modification, account interference, operational negligence, business interference, breach of duty, or grounds for refund, reimbursement, cancellation, chargeback, fee reduction, or dispute. Client remains solely responsible for maintaining ownership of advertising accounts, payment methods, advertising budgets, legal compliance, platform compliance, account standing, and platform eligibility unless otherwise agreed in writing. Company does not assume fiduciary duties, custodial obligations, investment responsibilities, account ownership obligations, spending obligations, or financial responsibility for Client advertising accounts.

Client may revoke access at any time; however, revocation, restricted permissions, payment interruptions, billing failures, platform restrictions, or removal of access does not relieve Client of payment obligations already earned, incurred, billed, committed, or otherwise due under this Agreement. Company retains ownership of its internal methods, campaign frameworks, reporting structures, optimization methodologies, workflows, operating procedures, templates, automation structures, strategies, and proprietary business processes regardless of whether campaigns are created inside Client-owned accounts.

30B. Revenue Scaling Service Assumptions

Revenue Scaling Services are collaborative business growth services and require ongoing cooperation between Client and Company. Unless otherwise expressly stated in writing, Revenue Scaling Services assume that Client shall: maintain active communication with Company; respond to prospective customers within a commercially reasonable period of time;

maintain sufficient staffing to handle incoming leads and appointments; maintain any required CRM, communication platform, advertising account, or third-party software necessary to provide the purchased services; maintain advertising budgets, media spend, software subscriptions, and third-party expenses separately from Company's management fees unless otherwise agreed in writing; and provide accurate business information, pricing, availability, offers, and scheduling necessary to fulfill customer acquisition efforts.

Client acknowledges that delays in communication, failure to answer leads, inadequate staffing, inaccurate information, insufficient advertising budgets, suspension of advertising accounts, third-party platform restrictions, software failures, or other circumstances outside Company's reasonable control may reduce campaign effectiveness or lead volume and shall not constitute breach of this Agreement. Where Company provides appointment setting, outbound prospecting, customer acquisition assistance, lead nurturing, or sales support, Client remains solely responsible for closing sales, fulfilling services, maintaining customer relationships, collecting payment from customers, and operating Client's business. Revenue Scaling Services compensate Company for the professional management, optimization, execution, and administration of customer acquisition systems and related business growth activities, and do not constitute a guarantee of revenue, profitability, customer acquisition, market share, business expansion, or financial performance.

31. CRM, Automation, Email, SMS, and Communication Systems

If Company assists with CRM setup, email systems, SMS systems, automations, workflows, lead follow-up systems, or communication tools, Client remains solely responsible for compliance with applicable laws, platform policies, consent requirements, opt-out rules, messaging rules, privacy obligations, and customer communication practices. Company does not guarantee deliverability, response rates, compliance approval, message performance, customer engagement, or platform acceptance. Client is responsible for obtaining proper consent before sending messages, emails, texts, calls, or automated communications. If communication systems are provided through Company-managed or resold Third-Party Systems, continued access may depend on Client's ongoing payment, platform compliance, vendor approval, and account status.

31A. Managed Environments, Hosted Services, Administrative Authority, Platform Administration, and Delegated Access

Client acknowledges that certain Services may require the creation, licensing, administration, configuration, hosting, maintenance, optimization, or ongoing management of software environments, hosted platforms, communication systems, CRM systems, automation systems, AI systems, reporting environments, dashboards, operational systems, cloud workspaces, websites, domains, integrations, application programming interfaces, payment integrations, telephone systems, email systems, reseller environments, white-label environments, parent agency accounts, delegated administrative environments, or other software-enabled operational infrastructure (collectively, "**Managed Environments**"). This Section supplements the remaining provisions of this Agreement and governs all Managed Environments administered by Company.

Client expressly authorizes Company to establish, configure, host, administer, license, maintain, optimize, update, migrate, archive, restore, restructure, rename, consolidate, separate, duplicate, suspend, deactivate, reactivate, secure, monitor, repair, replace, or otherwise administer Managed Environments as reasonably necessary to provide the purchased Services. Such authority exists regardless of whether the applicable Managed Environment is owned directly by Company or is provided through a software vendor, parent agency account, reseller relationship, white-label provider, strategic partner, fulfillment provider, contractor, subcontractor, cloud provider, communication provider, or other commercial arrangement selected by Company.

Client further authorizes Company to create, remove, suspend, reactivate, modify, elevate, restrict, revoke, or otherwise administer user accounts, administrative accounts, delegated administrative permissions, user permissions, employee access, contractor access, integration permissions, application permissions, authentication methods, security settings, communication services, workflows, automations, reporting structures, dashboards, software configurations, AI systems, application integrations, and other administrative functions reasonably necessary to perform the Services purchased by Client.

Administrative authority exercised by Company pursuant to this Agreement shall not constitute unauthorized access, conversion, interference with business operations, unauthorized modification, destruction of property, breach of fiduciary duty, negligence, trespass to computer systems, or other actionable misconduct solely because Client later disagrees with the administrative action taken, provided such actions were performed in good faith for purposes reasonably related to the performance, administration, security, maintenance, transition, enforcement, or protection of the Services or Managed Environments. Company may delegate administrative authority to its employees, officers, contractors, subcontractors, strategic partners, software vendors, fulfillment providers, implementation specialists, technical support personnel, consultants, or other authorized representatives as reasonably necessary to perform the Services; such delegated access does not constitute unauthorized disclosure of information or assignment of ownership, provided such access is reasonably related to fulfillment of the Services.

Client shall retain ownership of Client's independently owned business assets, including its business name, trademarks, service marks, branding, products, services, customer relationships, customer records, customer contact information, uploaded materials, business records, financial information, appointments, opportunities, communications, and Client Data. Nothing in this Agreement transfers ownership of Client's independently owned business assets to Company solely because such assets are utilized within a Managed Environment. Notwithstanding the foregoing, Company shall retain exclusive ownership of all Company Materials, including Hosted Service architecture, Managed Environment architecture, CRM architecture, automation architecture, workflow architecture, implementation methodologies, proprietary prompts, templates, reporting methodologies, software configurations, operational systems, administrative structures, internal documentation, reusable assets, proprietary processes, service frameworks, implementation standards, business methods, optimization methodologies, know-how, internal operating procedures, and all other proprietary materials developed, licensed, configured, administered, maintained, or otherwise utilized by Company, whether existing prior to or developed during the business relationship. Access to or use of such Company Materials does not transfer ownership thereof.

Where Recurring Services remain active and Client remains in good standing, Client receives the limited right to access and utilize applicable Managed Environments solely

for purposes consistent with the purchased Services. Such access constitutes a contractual right of use and shall not be interpreted as transfer of ownership of the Managed Environment, Hosted Service architecture, administrative framework, Company Materials, proprietary software configurations, implementation methodologies, or other proprietary systems owned or controlled by Company.

If Client becomes delinquent in payment, materially breaches this Agreement, initiates an improper chargeback, fraudulently disputes valid charges, compromises the security of the Managed Environment, refuses to comply with applicable law, or otherwise materially interferes with Company's ability to provide Services, Company may, upon any notice required elsewhere in this Agreement or by applicable law, suspend or restrict administrative access, suspend communication services, disable automations, restrict user permissions, suspend integrations, freeze administrative changes, suspend Hosted Services, limit software functionality, revoke delegated administrative authority, or otherwise take commercially reasonable actions necessary to protect the Managed Environment, Company Materials, Third Party Systems, or the legitimate business interests of Company. Such actions do not relieve Client of any payment obligations otherwise due under this Agreement.

Nothing in this Section obligates Company to permanently host, indefinitely maintain, preserve inactive Managed Environments, continue software licensing, subsidize vendor costs, maintain dormant operational systems, or continue providing Hosted Services following expiration, cancellation, or termination of the applicable Services except as otherwise expressly provided within this Agreement, including the Offboarding provisions contained in Section 21A. Continued availability of Managed Environments is contingent upon maintaining an active service relationship with Company or otherwise completing the applicable Offboarding process in accordance with this Agreement.

31B. Cybersecurity, Information Security, Account Protection, and Security Incidents

Client acknowledges that websites, CRM systems, automation systems, communication platforms, software platforms, email systems, SMS systems, advertising accounts, cloud services, third-party systems, databases, integrations, online accounts, and digital environments are inherently subject to cybersecurity risks, including but not limited to hacking, phishing, malware, ransomware, social engineering, credential theft, unauthorized access, account compromise, data loss, data exposure, service interruption, denial-of-service attacks, software vulnerabilities, third-party breaches, human error, insider threats, technical failures, and other security incidents.

Company agrees to use commercially reasonable efforts in the performance of its services; however, Company does not guarantee the security, invulnerability, uninterrupted operation, confidentiality, integrity, availability, or protection of any website, software platform, CRM system, communication system, automation environment, third-party service, hosting environment, database, account, integration, or digital asset. Client remains solely responsible for maintaining the security of Client-owned devices, computers, networks, internet connections, email accounts, employee accounts, contractor accounts, passwords, authentication credentials, administrative access, payment methods, internal systems, and business operations, and agrees to utilize reasonable security practices, including maintaining secure passwords, limiting account access to authorized individuals, removing access for former personnel, maintaining current software updates where applicable, and enabling multi factor authentication where available and appropriate.

Company shall not be responsible for any security incident, breach, compromise, unauthorized access, account takeover, phishing attack, malware infection, ransomware event, credential theft, social engineering event, employee misconduct, contractor misconduct, data exposure, loss of data, corruption of data, business interruption, financial loss, reputational harm, customer loss, regulatory action, legal claim, or other damages arising directly or indirectly from Client-owned devices, Client-owned systems, Client personnel, third-party platforms, third-party vendors, internet infrastructure, hosting providers, software providers, communication providers, advertising platforms, cloud services, payment processors, or circumstances outside Company's reasonable control. Third-party providers maintain independent systems, security practices, policies, infrastructure, and operational controls that are not controlled by Company, and Company shall not be liable for any security incident, breach, outage, vulnerability, compromise, or failure occurring within or involving any third party provider.

If either Party becomes aware of a security incident, unauthorized access event, account compromise, data exposure, or cybersecurity event reasonably believed to affect the services provided under this Agreement, that Party shall make reasonable efforts to notify the other Party in a timely manner. Such notification shall not create any admission of fault, liability, negligence, responsibility, wrongdoing, or contractual breach.

To the maximum extent permitted by law, Company shall not be liable for any indirect, incidental, consequential, special, enhanced, punitive, exemplary, or speculative damages arising from any cybersecurity incident, information security incident, account compromise, unauthorized access event, data loss, data exposure, ransomware event, phishing attack, malware infection, business interruption, regulatory inquiry, customer claim, reputational harm, loss of goodwill, loss of revenue, loss of profits, or loss of business opportunity. Nothing in this Section shall be interpreted as creating a guarantee of security, compliance certification, cybersecurity monitoring obligation, managed security service obligation, data protection warranty, incident response obligation, or ongoing security responsibility unless expressly agreed to in a separate written agreement signed by Company.

32. Portfolio, Case Study, and Promotional Use

Unless Client expressly objects in writing, Company may reference Client's project, business name, website, screenshots, results, testimonial, general project description, or work product in Company's portfolio, marketing materials, website, proposals, social media, case studies, or sales materials, and may describe services performed in general terms for promotional or educational purposes. Company will not intentionally disclose confidential financial, strategic, or sensitive internal information unless authorized by Client or already publicly available.

33. Confidentiality

Each Party may receive confidential or non-public information from the other Party. Both Parties agree to use reasonable care to protect confidential information and not disclose it to unauthorized third parties, except as necessary to perform services, enforce this Agreement, comply with law, respond to a dispute, defend against a chargeback, pursue collection, or support service delivery through contractors or third-party providers. Confidential information does not include information that is publicly available, independently developed, already known, lawfully obtained from another source, or required to be disclosed by law.

34. Independent Contractor Relationship

Company operates as an independent contractor and independent service provider. Nothing in this Agreement creates an employment relationship, partnership, joint venture, agency relationship, fiduciary relationship, franchise relationship, or exclusive relationship between Company and Client. Company retains full control over the manner, method, timing, tools, personnel, and means by which services are performed.

34A. No Foreign Establishment, Agency, Employment, or Representative Authority

The provision of Services to a Client located outside the United States does not create and shall not be interpreted as creating any branch, office, permanent establishment, tax residence, fixed place of business, local establishment, employer relationship, employment relationship, legal representative, commercial agency, fiduciary relationship, partnership, joint venture, franchise, distributorship, or other legal presence of Company in Client's jurisdiction.

Company performs its Services as an independent business located in the United States unless Company expressly agrees otherwise in a separate written agreement signed by an authorized representative of Company.

Client has no authority to bind Company, enter into contracts on Company's behalf, make representations or warranties in Company's name, accept service of legal process for Company, incur obligations on Company's behalf, act as Company's local representative, or represent that Company is licensed, registered, established, resident, employed, or

physically operating in Client's jurisdiction.

Client shall not register Company with any foreign governmental authority, tax authority, regulatory agency, commercial registry, employment agency, bank, payment provider, platform, or other organization without Company's prior written authorization.

Client shall not represent Company as Client's employee, local office, partner, distributor, franchise, legal representative, agent, fiduciary, or joint venturer. Client remains independently responsible for its business activities, customers, personnel, taxes, registrations, filings, licenses, permits, regulatory requirements, and local operations.

Nothing in this Section limits any tax, employment, registration, or legal obligation that applicable law validly imposes based upon the actual activities of the parties. However, no such obligation shall be voluntarily assumed or created by Client on Company's behalf without Company's prior written authorization.

35. Subcontractors and Delegation

Company may use employees, contractors, subcontractors, vendors, assistants, designers, developers, consultants, software providers, or third-party service providers to perform or support services. Client's payment is to Company, and Company retains discretion over delegation, staffing, workflow, and service execution. Use of subcontractors or third-party support does not create any refund right, approval right, or direct relationship between Client and such third parties.

36. Client Content, Materials, and Rights

Client represents that Client owns or has the legal right to use all content, images, logos, videos, text, trademarks, business information, customer information, account access, data, artificial intelligence-generated content, prompts, documents, designs, fonts, graphics, music, audio, software, code, stock photography, stock media, maps, product information, pricing information, inventory information, policies, legal documents, advertising materials, and all other materials or information provided to Company in connection with the Services. Client represents and warrants that all such materials are accurate, current, complete, lawful, non-infringing, properly licensed where applicable, and suitable for their intended use.

Client agrees not to provide infringing, unlawful, misleading, defamatory, fraudulent, unauthorized, malicious, deceptive, discriminatory, confidential information belonging to another party without authorization, or otherwise restricted materials. Company is entitled to reasonably rely upon the accuracy, completeness, legality, ownership, licensing status, and authority associated with all Client-provided materials and has no independent obligation to investigate ownership, copyright status, trademark rights, licensing rights, regulatory compliance, factual accuracy, or legal sufficiency of materials supplied by Client unless expressly agreed in writing.

Company does not provide legal review of privacy policies, terms of service, cookie policies, ADA compliance, accessibility compliance, FTC disclosures, product labeling, industry-specific regulations, or other legal compliance obligations unless expressly agreed in writing as a separately purchased legal compliance service. Client remains solely responsible for obtaining independent legal review where appropriate.

Client agrees to indemnify, defend, and hold harmless Company from and against any claims, demands, investigations, actions, liabilities, damages, judgments, settlements, penalties, fines, costs, or expenses, including reasonable attorneys' fees, arising directly or indirectly from Client-provided materials, business claims, intellectual property claims, copyright claims, trademark claims, licensing disputes, advertising claims, product claims, accessibility claims, privacy claims, regulatory claims, customer data, legal compliance issues, or any allegation that Client-provided materials violate the rights of any third party.

37. No Warranties

Services are provided "AS IS" and "AS AVAILABLE." Company makes no warranties, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, availability, uptime, uninterrupted service, performance, profitability, scalability, security, compliance, search engine ranking, search engine indexing, conversion rates, lead generation, customer acquisition, artificial intelligence accuracy, automation performance, workflow performance, software compatibility, future compatibility, future platform support, revenue generation, business growth, return on investment, operational efficiency, or business success.

Client acknowledges that websites, CRM systems, automations, workflows, artificial intelligence systems, communication systems, reporting environments, dashboards, software platforms, integrations, APIs, plugins, Third-Party Systems, search engines, browsers, operating systems, devices, hosting providers, communication providers, software vendors, cloud providers, and other technologies evolve continuously and may change, discontinue features, modify functionality, introduce new technical requirements, remove compatibility, or otherwise affect the operation or performance of Services after implementation. Company does not warrant that any website, software platform, CRM system, automation, artificial intelligence system, workflow, integration, communication system, Third-Party System, or Deliverable will remain compatible with all future software versions, browser versions, operating systems, devices, search engine algorithms, vendor requirements, regulatory changes, platform updates, or future technologies.

Client further acknowledges that search engine rankings, search engine indexing, online visibility, website traffic, domain authority, keyword performance, local search results, artificial intelligence search platforms, recommendation engines, and similar technologies are controlled by independent third parties and are inherently subject to continual change. Company makes no warranty regarding future search rankings, visibility, indexing, discoverability, or continued placement within any search engine, directory, marketplace, artificial intelligence platform, or other third-party service.

Except where expressly agreed in writing, Company does not warrant that websites or Deliverables comply with accessibility laws, ADA requirements, WCAG standards, privacy laws, consumer protection laws, cookie requirements, industry-specific regulations, international regulations, or future legal or regulatory requirements. Client assumes all risks associated with the use, non-use, publication, deployment, activation, transfer, modification, maintenance, reliance upon, or implementation of Company's Services, recommendations, Deliverables, software, websites, CRM systems, workflows, automations, artificial intelligence systems, communication systems, Third-Party Systems, operational systems, strategies, reports, dashboards, or other implemented technologies.

Nothing in this Section shall be interpreted as limiting any warranty that cannot lawfully be disclaimed under applicable law.

38. Limitation of Liability

To the maximum extent permitted by law, Company's total liability for any claim arising from or relating to this Agreement, the Services, any invoice, any payment, any project, any website, any transfer, any campaign, any consultation, any Recurring Service, any Third-Party System, or any business relationship between Company and Client shall be strictly limited to the total amount of fees actually paid by Client to Company for the specific service directly giving rise to the claim.

In no event shall Company be liable for any indirect, incidental, consequential, exemplary, special, enhanced, or punitive damages, including but not limited to lost profits, lost revenue, lost business opportunity, downtime losses, reputational harm, data loss, platform suspension, customer loss, advertising losses, business interruption, or economic loss, even if advised of the possibility of such damages.

Client acknowledges that Company's pricing does not include assumption of business risk, investment risk, advertising risk, operational risk, reputational risk, lost opportunity exposure, or speculative future damages. Client further agrees that Company shall not be liable for projected future earnings, unrealized business opportunities, valuation loss, investor-related losses, anticipated growth targets, failed scaling efforts, staffing decisions, operational expansion costs, or speculative economic damages of any kind.

39. Indemnification

Client agrees to defend, indemnify, and hold harmless Company, its owners, employees, contractors, agents, vendors, partners, and representatives from and against any claims, damages, liabilities, losses, costs, demands, penalties, expenses, or attorney fees arising out of or related to Client's business, Client's products or services, Client-provided materials, Client's legal compliance, Client's advertising claims, Client's customer communications, Client's use of Company's services, Client's misuse of deliverables, Client's violation of third-party terms, Client's failure to obtain consent, Client's intellectual property issues, Client's breach of this Agreement, or Client's violation of applicable law.

40. Collections, Legal Fees, Administrative Costs, and Cost Recovery

In any effort by Company to enforce this Agreement, defend a chargeback, recover unpaid amounts, respond to a dispute, compel compliance, collect a balance, pursue arbitration, pursue court action, respond to regulatory issues caused by Client, or otherwise protect Company's interests, Client agrees to pay and reimburse Company for all costs incurred, including without limitation attorney fees, arbitration fees, court filing fees, collection agency fees, administrative costs, processing fees, service costs, investigation costs, payment processor fees, dispute response costs, bank fees, and any other expenses reasonably incurred by Company. These obligations survive completion, cancellation, transfer, expiration, and termination of this Agreement.

41. Dispute Resolution and Binding Arbitration

Except for matters expressly permitted under Section 42, any dispute, claim, controversy, demand, or cause of action arising out of or relating to this Agreement, the Services, any proposal, invoice, payment, chargeback, transfer, website, campaign, consultation, Recurring Service, Deliverable, Third-Party System, international transaction, or the relationship between Company and Client shall be resolved exclusively through final and binding arbitration on an individual basis to the fullest extent permitted by applicable law.

The parties waive any right to a jury trial, court trial, class action, representative action, collective action, consolidated action, or private-attorney-general action to the fullest extent permitted by law.

Unless Company and Client agree otherwise in writing, arbitration shall be administered by the American Arbitration Association. A dispute involving a Client located outside the United States shall be administered under the International Dispute Resolution Procedures of the International Centre for Dispute Resolution. A dispute involving a Client located within the United States shall be administered under the applicable Commercial Arbitration Rules of the American Arbitration Association. If the designated administrator is unavailable or refuses to administer the dispute, a court of competent jurisdiction may appoint a substitute administrator or arbitrator consistent with the intent of this Section.

The arbitration shall be decided by one neutral arbitrator. The legal seat and place of arbitration shall be Colorado Springs, Colorado, United States of America, unless Company expressly agrees otherwise in writing. The arbitration shall be conducted in English. Hearings, conferences, testimony, document exchange, and other proceedings may be conducted remotely by video, telephone, electronic submission, or another reasonable method selected by the arbitrator.

This Agreement and the substantive rights of the parties shall be governed by Colorado law as provided in Section 43. The Federal Arbitration Act shall govern the interpretation and enforcement of this arbitration provision to the extent applicable.

The arbitrator may award any individual remedy available under applicable law and consistent with the enforceable provisions of this Agreement, but may not conduct a class, collective, consolidated, or representative proceeding. The arbitrator shall enforce the limitation-of-liability, payment, ownership, confidentiality, indemnification, cost-recovery, and other provisions of this Agreement to the maximum extent permitted by law.

Nothing in this Section prevents Company from seeking temporary, preliminary, emergency, protective, or injunctive relief from a court of competent jurisdiction to protect confidential information, intellectual property, account access, data, systems, security, payment rights, or other interests pending formation or completion of arbitration. Seeking such relief does not waive the right to arbitrate the underlying dispute.

The arbitrator's award shall be final and binding upon the parties. Judgment upon the award may be entered, recognized, confirmed, and enforced in any court having jurisdiction over a party or its assets. Each party consents to the jurisdiction of courts located in Colorado for proceedings concerning enforcement of this arbitration agreement or confirmation of an award, without limiting Company's right to seek recognition or enforcement in another jurisdiction where Client or Client's assets may be located.

Notices relating to arbitration may be delivered through the email address, physical address, account, payment information, or other contact information supplied by Client. Client is responsible for maintaining current contact information with Company. Electronic delivery shall constitute valid written notice to the maximum extent permitted by law.

This arbitration agreement is intended to constitute an agreement in writing for purposes of applicable domestic and international arbitration law. It survives payment, performance, completion, cancellation, expiration, suspension, transfer, and termination of the Services or this Agreement.

If any portion of this arbitration provision is found invalid or unenforceable, that portion shall be modified or severed to the minimum extent necessary, and the remaining portions shall continue in full force and effect. No finding concerning one portion of this Section shall invalidate the parties' fundamental agreement to resolve disputes through individual binding arbitration.

42. Small Claims Exception

Notwithstanding the arbitration provision above, Company may, at its sole discretion, pursue unpaid balances, collection matters, chargeback-related damages, contract enforcement, or other qualifying claims in small claims court or another court of competent jurisdiction where permitted by law. Company's choice to pursue small claims or court-based collection does not waive Company's right to arbitration for other disputes.

43. Governing Law

This Agreement shall be governed by and construed under the laws of Colorado, without regard to conflict-of-law principles, unless another jurisdiction is required by applicable law. Company may pursue enforcement, arbitration, collection, or related proceedings in Colorado or in any other jurisdiction where Client resides, does business, received services, entered into the transaction, or where enforcement is legally permitted.

43A. Controlling Language and International Interpretation

This Agreement, together with all proposals, Statements of Work, invoices, order forms, payment requests, notices, policies, amendments, and related service documents issued by Company, is prepared and shall be interpreted in the English language.

Any translation of this Agreement or any related document is provided solely for convenience and does not constitute an independently controlling agreement. If any difference, ambiguity, inconsistency, mistranslation, or conflict exists between an English version and any translated version, the English version shall control to the maximum extent permitted by applicable law.

Client represents and warrants that Client understands the English language sufficiently to review and accept this Agreement or has obtained independent translation assistance before accepting the Agreement, submitting payment, or receiving Services.

The use of translated communications, international payment methods, foreign contact information, foreign addresses, foreign platforms, or services directed toward foreign markets does not alter the governing law, dispute-resolution provisions, payment obligations, or interpretation of this Agreement.

44. Severability

If any provision of this Agreement is found invalid, unlawful, unenforceable, or overly broad, that provision shall be modified to the minimum extent necessary to make it enforceable. If modification is not possible, the invalid provision shall be severed, and the remaining provisions shall remain in full force and effect.

45. No Waiver

Company's failure to enforce any provision of this Agreement shall not constitute a waiver of Company's right to enforce that provision later. Any waiver must be in writing and signed or expressly confirmed by Company.

46. Entire Agreement

This Agreement, together with any applicable invoice, proposal, order form, Statement of Work, checkout page, payment request, written communication, or service-specific term, constitutes the entire agreement between Company and Client regarding the Services. This Agreement supersedes all prior discussions, negotiations, representations, understandings, or agreements relating to the same subject matter, except for payment obligations or rights that have already accrued.

47. Updates to Agreement

Company may update, revise, modify, or replace this Agreement at any time. The version in effect at the time of Client's payment governs that payment and related services unless Company states otherwise. Continued use of services, continued payment, recurring billing, new invoices, additional work, or continued engagement after an update constitutes acceptance of the updated Agreement.

48. Reinforced Acceptance Clause

Client expressly agrees and acknowledges that payment equals agreement; payment equals legal acceptance; payment equals a binding contract; and payment confirms Client reviewed, understood, accepted, and agreed to this Agreement. This applies to deposits, retainers, final invoices, monthly recurring charges, separately billed work, update fees, maintenance charges, consulting fees, strategy fees, project fees, software fees, Third-Party System fees, and all other payments of any kind made to Company. Client's decision to submit payment is conclusive evidence of acceptance of all terms contained in this Agreement.

49. Force Majeure and Events Beyond Reasonable Control

Company shall not be liable for any delay, interruption, failure, suspension, reduction, modification, inability to perform, loss of functionality, missed deadline, service limitation, or other failure to fulfill any obligation under this Agreement to the extent caused directly or indirectly by circumstances beyond Company's reasonable control, including without limitation acts of God, natural disasters, fires, floods, storms, earthquakes, severe weather, epidemics, pandemics, public-health emergencies, war, armed conflict, terrorism, civil unrest, riots, government action, government restrictions, sanctions, embargoes, court orders, changes in law, regulatory actions, labor disputes, strikes, labor shortages, transportation interruptions, utility failures, power outages, internet outages, telecommunications failures, hosting failures, cloud-service failures, software outages, cybersecurity incidents, hacking, ransomware, denial-of-service attacks, data-center failures, vendor failures, supply-chain disruptions, platform suspensions, account restrictions, Third-Party System outages, software-provider decisions, communication-provider failures, payment-processor interruptions, advertising-platform actions, AI provider outages, API failures, domain-system failures, acts or omissions of Client, acts or omissions of third parties, or other events beyond Company's reasonable control (each, a **"Force Majeure Event"**).

Where a Force Majeure Event occurs, Company may pause, delay, reschedule, modify, substitute, suspend, extend, relocate, restructure, or otherwise adjust performance, project timelines, service methods, Deliverables, systems, platforms, vendors, staffing, or implementation procedures as reasonably necessary. Any deadline, delivery date, launch date, implementation date, support obligation, response expectation, project timeline, or service period affected by such circumstances shall be extended for a commercially reasonable period determined by Company based upon the nature and duration of the event and the reasonable time required to resume performance.

A Force Majeure Event does not create any refund right, chargeback right, payment reversal right, credit, offset, fee reduction, reimbursement obligation, or cancellation right with respect to amounts already earned, work already performed, capacity already reserved, costs already incurred, Third-Party charges already committed, or Services already made available. Client's payment obligations for Services already performed, recurring periods already commenced, software already provisioned, usage already incurred, resources already allocated, Third-Party charges already committed, or amounts otherwise earned before or during the Force Majeure Event remain enforceable to the maximum extent permitted by law.

Company shall use commercially reasonable efforts to resume affected Services when reasonably practicable; however, nothing in this Section requires Company to incur unreasonable expense, violate law, assume additional liability, obtain replacement services at materially increased cost, compromise security, provide unavailable technology, or continue Services where performance has become commercially impracticable. If a Force Majeure Event materially affects the continued availability of a particular platform, vendor, technology, system, provider, or service method, Company may substitute, modify, replace, migrate, restructure, or discontinue the affected platform, vendor, system, or method without constituting breach, provided Company uses commercially reasonable efforts to continue the purchased category of Services where reasonably feasible.

50. Invoice, Proposal, Checkout, and Payment Link Acceptance Language

Company may include short-form acceptance language on invoices, proposals, order forms, checkout pages, payment links, onboarding documents, subscription forms, or other payment related materials. The following short-form language is approved for use with Client-facing invoices, payment requests, proposals, checkout pages, and order forms:

"By submitting payment, Client acknowledges and agrees that payment constitutes full, unconditional acceptance of Stratton Media Solutions LLC's Services Agreement. All payments are final, non-refundable, and earned upon receipt. Client agrees that all services, pricing, scope, timelines, deliverables, billing structures, and third-party system usage are governed by the applicable invoice, proposal, order form, Statement of Work, and Services Agreement. Client further acknowledges that Stratton Media Solutions LLC may utilize, resell, bundle, or provide access to third-party platforms, systems, or software as part of its services, and that such systems may be billed through Stratton Media Solutions LLC or included within service pricing."

The presence or absence of such short-form language on a specific invoice, proposal, payment link, or checkout page does not reduce, waive, or limit the enforceability of this Agreement where Client has otherwise submitted payment, accepted services, or engaged Company.

Client Name: _____

Business Name: _____

Client Signature: _____