



STANDARD TERMS AND CONDITIONS FOR CLIENT SERVICES

Last Updated: August 12, 2026

These STANDARD TERMS AND CONDITIONS (the “**Terms**” or the “**Agreement**”) are entered into by and between CAS Designs Group, L.P., d/b/a Kaleidoscope a California Limited Partnership (the “**Agency**”), and (the “**Client**”) (together, the “**Parties**” and each, a “**Party**”) as of the date the last Party hereto signs the SOW Agreement (the “**Effective Date**”).

Background

Agency is a full-service orthodontic marketing agency helping practices grow through AI-optimized digital marketing. Website design, SEO, AEO, advertising, social media, in-office signage, online branding, and the KAL AI Growth System™. Client desires to engage Agency to provide its services, and Agency desires to accept the engagement, in accordance with the terms and conditions of this Agreement.

Terms & Conditions

1. Scope of Services.

- 1.1. Agency will provide Client the services and deliverables (collectively, the “**Services**”) set forth in the Scope of Work document (“**SOW**”) attached hereto and incorporated herein. Should Client request Agency to perform additional services beyond the scope of those identified in the attached SOW, such additional services shall be detailed in a separate SOW or other writing executed by the Parties, which shall be subject to, and considered part of, these Terms.

2. Intellectual Property Ownership.

- 2.1. Subject to the limitations of this Section 2, all work, campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, design and graphic materials, software code, mobile applications, or other materials that are subject to copyright, trademark, patent or other intellectual property protection that is developed or produced by Agency in fulfillment of these Terms (the “**Work Product**”) shall be the property of the Client provided: (i) such Work Product is accepted by Client ; and (ii) Client has paid all fees and costs associated with creating or producing such Work Product. Client shall be deemed to have accepted the Services unless Client has provided written notice of non-acceptance within thirty (30) days of receipt. All title and interest to such Work Product shall vest in Client as “works made for hire” within the meaning of the United States copyright laws. To the extent that any such Work Product is not considered a work made for hire pursuant to law, Agency hereby transfers and assigns all of its title, rights, and interest in and to such Work Product to Client. For the avoidance of doubt, Work Product does not include, and no work-made-for-hire treatment, assignment, or transfer under this Section 2.1 shall extend to, any Third-Party Licensed Assets as defined in Section 2.2, which are governed exclusively by Section 2.2.

2.2. Third-Party Licensed Assets.



- (a) Definition. "Third-Party Licensed Assets" means any stock photography, illustration, graphic, icon, video, audio, music, typeface or font, plugin, script, template, or other material owned by a third party that Agency incorporates into, or makes available in connection with, the Work Product under a license held by Agency or obtained by Agency on Client's behalf.
- (b) No transfer of ownership or license. Ownership of Third-Party Licensed Assets remains at all times with the applicable third-party licensor. Notwithstanding Section 2.1, no title, copyright, license, or other right in or to any Third-Party Licensed Asset is conveyed, assigned, sublicensed, or transferred to Client under this Agreement. Third-Party Licensed Assets are expressly excluded from the definition of Work Product.
- (c) Scope of Client's permitted use. Client's use of Third-Party Licensed Assets is limited to their use as incorporated by Agency into the delivered Work Product, on the single website or domain for which they were delivered, and only during the term of the applicable SOW, except as provided in subsection (e). Client shall not extract, copy, download, redistribute, sublicense, republish, resell, or otherwise make available any Third-Party Licensed Asset as a standalone file separate from the delivered Work Product, and shall not use any Third-Party Licensed Asset in any other website, domain, campaign, product, publication, or medium.
- (d) No obligation to procure transferable rights. Agency makes no representation or warranty that any Third-Party Licensed Asset is licensed on terms that are perpetual, transferable, assignable, or that survive expiration or termination of this Agreement. Agency undertakes no obligation to obtain, and Client shall not rely on Agency to have obtained, rights sufficient to permit Client's continued use of any Third-Party Licensed Asset following expiration or termination. Where Client requires rights beyond those described in subsection (c), Client shall so specify in writing prior to execution of the applicable SOW, and Agency will procure such rights at Client's sole expense as a pass-through cost under Section 7.5.
- (e) Expiration or termination. Upon expiration or termination of this Agreement or the applicable SOW, Client's permitted use of Third-Party Licensed Assets ceases, and Client shall promptly either (i) independently license each such asset directly from the applicable licensor on terms permitting Client's continued use, or (ii) remove or replace each such asset. Agency may, in its sole discretion and without liability to Client, remove, replace, or withhold from any file transfer any Third-Party Licensed Asset. Following delivery or transfer of any files to Client or to any party designated by Client, Client is solely responsible for licensing, removing, or replacing any Third-Party Licensed Asset contained in those files, and for the acts and omissions of any successor vendor with respect to such assets.
- (f) Identification upon request. Upon Client's written request, Agency will provide a reasonable identification of the Third-Party Licensed Assets known to Agency to be incorporated in the then-current Work Product. Client shall bear Agency's reasonable costs of preparing such identification at Agency's then-prevailing rates. Agency's identification is provided as a courtesy and does not constitute a warranty of completeness or accuracy.



- 2.3. To the extent any pre-existing Agency property is contained in any of the Work Product (including, but not limited to, any works of authorship, inventions, know-how, and/or source identifying matter that is created, developed, or conceived by or on behalf of Agency), Agency, upon the satisfaction of the conditions in Section 2.1, grants to Client a limited, royalty-free, non-exclusive, perpetual, non-transferable, non-assignable, worldwide license to use such Agency property solely in connection with Client's use of the Work Product as contemplated by these Terms. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any of Agency's trademarks, trade names, or any other proprietary or intellectual property of the Agency.
 - 2.4. Agency shall be permitted to display representative copies of the Work Product in Agency's work portfolio in print, digital, and online formats for Agency's promotional purposes, including the submission of any completed and published Work Product in relevant award competitions. Client grants to Agency, and Agency accepts from Client, a limited, non-exclusive license to display the completed, accepted, and implemented Work Product, in conjunction with Client's trade names, trademarks, and business names, solely for such purposes.
 - 2.5. Agency and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course hereof so long as it or they acquire and apply such information without any unauthorized use or disclosure of any confidential or proprietary information of the Client.
 3. Artificial Intelligence. The Client acknowledges that the Agency may use Artificial Intelligence platforms or technologies (collectively, "AI") in its performance of the Services. Agency shall use AI in a commercially reasonable manner in accordance with industry standards and applicable laws and regulations, including the terms and conditions of the AI platforms or technologies. Upon Client's written request, Agency will identify the material deliverables within the Work Product that were generated primarily through the use of AI. Client will communicate to Agency in writing, prior to the applicable SOW, any restrictions on Agency's use of AI in connection with the Services; implementing any such restriction may be subject to additional fees if additional work results.
 4. Client Materials.
 - 4.1. Where Client has supplied to Agency any information, artwork, logos, images, copy or other written, graphic, or pictorial materials (the "**Client Content**") for Agency's use in connection with the Services, Client hereby gives and grants to Agency a limited, non-exclusive license and right to utilize, display, and reproduce such Client Content in the Work Product and/or in connection with the Services.
 - 4.2. Client covenants that it owns or has secured all necessary rights to the Client Content, and that such Client Content does not infringe any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party, including individuals whose likeness appears in the Client Content.



5. Client Approvals; Review.

- 5.1. Client shall designate in writing the individual(s) with whom Agency will communicate regarding all aspects of the Services or these Terms. Client is responsible for providing timely reviews and approvals of the deliverables and providing timely responses to Agency inquiries relating to the Services. For purposes of this Section, "timely" shall be defined as no later than ten (10) days after submission of deliverables or inquiries by Agency to Client for such review, approval, or response, as applicable. In the event of a delay by Client in granting any necessary authority or approval to Agency, which delay causes an increase in fees or costs associated with the Services, or a delay in the completion date of any deliverable, Client shall be solely responsible for such increased costs and delayed completion dates and agrees to pay such increase in fees and costs to Agency, including any dormancy or restart fees charged by Agency. Client will assume responsibility for any increased fees or costs for delayed work completion by third parties arising out of any delayed grant of necessary authority or approvals.
- 5.2. Client will ensure that all facts reasonably within Client's knowledge that are stated in all Client Content provided to Agency, or in any deliverables incorporating such Client Content, are substantially true and not materially misleading. Client will have the exclusive responsibility to ensure that the materials created or developed by Agency conform to all requirements or restrictions imposed by law on Client's business. Client agrees that Agency has no obligation to conduct such due diligence or provide any regulatory compliance services or legal review of any kind for any Client Content.

6. Compensation. Client will pay fees and costs to Agency as detailed in the SOW.

7. Payment Terms

- 7.1. In the event the Parties have agreed to a billing schedule, Agency will generally bill on or about the first (1st) day or (15th) day of each month, and payment for the charges itemized in the invoices will be due immediately and automatically charged to the default payment type on file. Interest will be charged at the rate of 1.5% per month on all invoices that remain unpaid thirty (30) days after receipt by Client.
- 7.2. **Upfront payments** for Services are due immediately after the Client signs the SOW, unless otherwise specified in a SOW. Unless agreed otherwise, Agency will send the Client an invoice including a secure payment page where Client will provide payment information.
- 7.3. **Monthly payments** for Services begin 30 days after Client signs the SOW agreement, except for website hosting & maintenance (for new website customers) which begins when your new site goes live. Monthly payments shall continue and will be automatically charged, to the payment type on file, until this Agreement is terminated in accordance with Section 9 below.
- 7.4. **Subscription Prepayments** for Services will be automatically charged for additional term (per your SOW) until this agreement is terminated in accordance with Section 9 below.



- 7.5. Agency will invoice Client for all media, photography buyouts, and third-party costs or fees prior to incurring such costs or fees, and Client will pay all such costs, plus Agency's prevailing administrative fees, in full upon receipt of invoice. Alternatively, Agency may arrange for direct billing to Client for such costs or fees.
- 7.6. For all media, production services, talent engagement, or other services or materials purchased by Agency on Client's behalf, Client agrees that Agency shall be held liable for payments only to the extent proceeds have cleared from Client to Agency for such third-party purchases or expenses (sequential liability); otherwise, Client agrees to be solely liable to the media or other relevant third party for any and all expenses incurred on behalf of Client.
- 7.7. Agency's fees are based upon its prevailing hourly, flat, or retainer rates for services in effect on the date of the Agreement. Agency's prevailing rates for services are subject to adjustment on a periodic basis to reflect increases in its internal costs or market conditions.
- 7.8. Agency reserves the right to delay commencement or continuation of Services on a Client engagement or project, and to withhold delivery of Work Product, until Client has remitted the required payment to Agency.
- 7.9. In the event that Agency is required to suspend Services for a period of at least **30 days** as a result of (i) Client's request, (ii) Client's delay, (iii) Client's failure to remit timely payment as explained in Section 7.8, or (iv) Agency's inability to contact Client, Client will be responsible for paying Agency a restart fee amount dependent on Services to resume.
- 7.10. In the event Agency must pursue legal action to collect or recover its fees or costs from Client, Client will bear all fees and expenses, including, without limitation, attorneys' fees, incurred by Agency in such recovery or collection action.
8. Term. Unless otherwise specified in a SOW, the term of this Agreement will commence on the Effective Date and will continue month to month (after the initial "**Term**") unless terminated earlier in accordance with Section 9 below.
9. Termination.
 - 9.1. After the Effective Date, unless otherwise agreed in writing for a specific length of time, either Party may terminate this Agreement or any SOW for any reason on thirty(30) days' written notice to the other Party.
 - 9.2. Either Party may terminate this Agreement or any SOW if (i) the other Party fails to perform or otherwise materially breaches any of its obligations, covenants, or representations, and fails to remedy such failure or breach within fifteen (15) days after the injured Party delivers notice to the breaching Party reasonably detailing the breach; (ii) ceases to carry on its business substantially as such business is conducted on the date hereof; (iii) institutes or suffers the institution against such Party of bankruptcy, reorganization, liquidation receivership or similar proceedings, or (iv) generally becomes unable to pay its debts as they become due, then, without prejudice to any other rights or remedies available to it.



- 9.3. Agency may terminate this Agreement immediately upon written notice if Client fails to pay Agency in accordance with the terms herein and Agency may disable the functionality of any products created in connection with the Services until payment is received in full.
- 9.4. Agency's rights, duties, and responsibilities shall continue up through the effective date of termination. In the event of termination, Client will be obligated to pay Agency for any unbilled time and materials actually expended and unreimbursed expenses actually incurred through the termination date, including digital media placements and any custom materials created on behalf of Client. Unless otherwise stated in the SOW, all media placement is non-cancelable.
- 9.5. Upon termination of the Agreement, Agency will, upon Client's request, return, transfer, and/or assign to Client: (1) all proprietary information or materials in Agency's possession or control belonging to Client, subject, however, to any rights of third parties; and (2) any contracts with third parties, including advertising media, production partners, or others, upon being duly released by Client and any such third party from any further obligations. Client shall bear the costs associated with the transfer of Client's property to Client. For the avoidance of doubt, the proprietary information and materials returned, transferred, or assigned under this Section 9.5 do not include Third-Party Licensed Assets, which are governed exclusively by Section 2.2
- 9.6. Expiration or termination of this Agreement shall result in the automatic termination of all SOWs then in effect. Expiration or termination of any or all SOWs shall not, by itself, result in the termination of this Agreement or any other SOW.
10. Refund Policy. Unless otherwise agreed in writing, there shall be no refund of upfront or monthly payments.
11. Confidentiality and Safeguard of Party's Property.
 - 11.1. Client and Agency each agree to keep in confidence, and to not disclose or use for its own respective benefit, or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any Confidential Information of the other party in its possession. Agency and Client will each take reasonable precautions to safeguard the Confidential Information of the other entrusted to it and shall not disclose the Confidential Information of one another to any third party without the authorization of the disclosing Party.
 - 11.2. "Confidential Information" shall include, without limitation, marketing, technical, financial and business information and models, names of potential customers or partners, proposed business deals, reports, plans, market projections, software programs, data, or any other confidential and proprietary information relating to the work of a Party, as well as all of Agency's proprietary information including original proposals, recommendations, concepts or ideation related to Client's business, and the financial terms of this Agreement. The term Confidential Information excludes any data or information that: (i) is already known by or in possession of the receiving Party at the time it is disclosed to the receiving Party; (ii) has become generally known to the



public through no wrongful act of the receiving Party; (iii) has been lawfully obtained by the receiving Party from a third party without restriction on disclosure of it; (iv) is required to be disclosed by operation of law; (v) is independently developed by the receiving Party without use, directly or indirectly, of the information received from the other Party; or (vi) is furnished to a third party by the disclosing Party hereunder without restrictions on the third party's right to disclose the information.

- 11.3. All Confidential Information shall be kept confidential by the Parties following the termination or expiration of this Agreement. Agency will not use any Confidential Information of Client for any purpose other than to perform its Services to Client pursuant to this Agreement.
- 11.4. Notwithstanding the foregoing, in order to improve our customer's experience, Agency welcomes and encourages comments, suggestions and ideas ("feedback") from its users. It is understood and agreed that such feedback from customers is not confidential or proprietary, and that such feedback, including any related content, may be used by Agency for any purpose, including without limitation, in its software, operations and marketing, without compensation and attribution.
12. Platform License. From time to time, Agency may make available to Client access to certain proprietary technology platforms, software tools, or related digital services (collectively, the "Platform"). If Client elects to purchase or otherwise receive access to the Platform, such access will be subject to the additional terms and conditions which shall be provided at the time of purchase (the "Platform Terms"). Client's access to and use of the Platform will be governed by such Platform Terms in addition to this Agreement. In the event of any conflict between this Agreement and the Platform Terms with respect to the Platform, the Platform Terms will control solely with respect to Client's access to and use of the Platform.
13. Notices. Any notice shall be deemed given on the day of receipt if notice is transmitted by postal mail or commercial courier, or upon the date of transmission if transmitted electronically. Any notice required under this Agreement shall be delivered to the following addresses:

Agency: CAS Designs Group d/b/a Kaleidoscope
Address: 21 Framark Drive, Suite 144, Victor, NY 14564
Email: support@KalDental.ai

14. Indemnification

- 14.1. Client agrees to indemnify and defend Agency for all damages and losses (including reasonable attorneys' fees, costs, and expenses) arising from any claims or actions by third parties against Agency, including those by governmental or regulatory authorities, relating to: (a) Client's breach of this Agreement, or (b) any claim for false or misleading advertising, libel, slander, piracy, plagiarism, invasion of privacy, violation of applicable privacy, wiretapping, eavesdropping, pen register, communications or data protection laws or regulations, (c) any claim arising from the failure, malfunction or unavailability of Client's website, systems or third party products or services used by Client, except to the extent caused by Agency's breach of



- this Agreement or gross negligence, (d) infringement of intellectual property based upon (i) materials furnished by Client or (ii) materials created by Agency that are substantially modified by Client, or (e) Client's use, retention, reproduction, extraction, redistribution, migration, or continued display of any Third-Party Licensed Asset in a manner inconsistent with Section 2.2, including any such use following expiration or termination of this Agreement or the applicable SOW, and including any such use by a successor vendor or other party acting on Client's behalf.
- 14.2. Client Content and any other information or data obtained by Agency from Client to substantiate claims made in advertising shall be deemed "materials furnished by Client." This Section 14.2 shall not apply to, and Agency shall have no obligation to indemnify or defend Client with respect to, any claim arising out of or relating to any Third-Party Licensed Asset, including any claim arising from Client's use, retention, modification, migration, or continued display of any Third-Party Licensed Asset following expiration or termination of this Agreement or the applicable SOW.
- 14.3. Agency agrees to indemnify and defend Client for all damages and losses (including reasonable attorneys' fees, costs, and expenses) arising from any claims or actions by third parties against Client for piracy, plagiarism, or infringement of intellectual property based upon materials created by Agency that are contained in the Work Product, other than materials furnished or substantially modified by Client.
- 14.4. Any party entitled to be indemnified pursuant to this Agreement (the "**Indemnified Party**") shall provide written notice to the party liable for such indemnification (the "**Indemnifying Party**") of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement within 15 days of the Indemnified Party's learning of such claim or action. The Indemnifying Party shall promptly undertake to discharge its obligations hereunder. Additionally, the Indemnifying Party shall employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand. The Indemnified Party shall have the right to participate in the defense of any such claim or demand, at its own expense, and may settle or compromise such claim or demand, without prejudice to its rights hereunder. The Indemnified Party shall cooperate with the Indemnifying Party in any such defense.
- 14.5. Agency shall indemnify and hold Client and Client's officers and directors, affiliates, subsidiaries, agents, and employees harmless from any loss or damage arising out of a third party claim or action against such parties for injuries or damage to person or property caused by the negligent acts or omissions of Agency's personnel while performing and delivering of the Services. Client agrees to indemnify and hold Agency and Agency's officers, directors, affiliates, subsidiaries, agents, and employees harmless from any third party claim for loss or damage to person or property caused by the negligent acts or omissions of Client's personnel while Agency's personnel are performing the Services for Client hereunder. Notwithstanding any provision herein to the contrary, neither Party shall have a duty hereunder to indemnify and/or hold the other Party and its officers and directors, affiliates, subsidiaries, agents, and employees harmless from or against any claim or action for injuries or damage to person or property or any other damage or loss which was caused or is claimed to have been caused or contributed to in whole or in part by the act or failure to act of the other Party and its officers and directors, affiliates, subsidiaries, agents, and employees.



15. Limitation of Liability. Agency cannot accept responsibility for any alterations, including additions, modifications, and deletions, caused by a third party or Client to the Work Product once completed by Agency. Additionally, Agency does not have control over (i) open source materials or third party products and services including, without limitation, availability of third party websites and third party servers, or any downtime, outages, broken links, malfunctioning lead forms, technical failures, or other website or platform functionality issues outside Agency's reasonable control, or coding and/or design flaws of third party products furnished by Agency that are incorporated into the Services, or (ii) license agreement terms of service, privacy policy and the operating and legal decisions or any future changes thereto. In the event of any claim, demand, alleged loss, or alleged damage arising out of Work Product provided by Agency to Client, Agency's total liability to the Client shall not exceed the amount of fees or other compensation paid to Agency pursuant to this Agreement, unless otherwise agreed in writing. Pass-through expenses such as postage and media costs shall not be considered to be fees or compensation. The limitations set forth in this Section 15 apply to all claims of any kind, including without limitation any indemnification, defense, or hold-harmless obligation of Agency under Section 14. **UNDER NO CIRCUMSTANCES SHALL AGENCY BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY, OR OTHERWISE.**
16. Disclaimer of Warranty. Agency warrants that it will perform the Services in accordance with industry standards and using reasonable care and skill. Any and all warranties pertaining to the equipment are provided solely by the manufacturer. This warranty shall be void in the event of any modification of the Agency software/application by Client, use of the application from a location outside the United States or Canada, or interference with the software/application as a result of content provided by Client. **THESE WARRANTIES ARE CLIENT'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO THE SERVICES, AGENCY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF EFFECTIVENESS, SPECIFIC BUSINESS RESULTS, OR SPECIFIC QUALITY OR QUANTITY OF RETURN OR RESPONSE.**
17. Website Accessibility (ADA / WCAG).
 - 17.1. **Scope.** Where Agency's scope of work includes the design, development, and/or maintenance of Client's website or application ("Website"), Client acknowledges and agrees that, unless expressly provided for in an applicable Statement of Work ("SOW"), Agency's scope of work does not include, and Agency does not undertake, any obligation to cause the Website to conform to or comply with the Americans with Disabilities Act ("ADA"), the Web Content Accessibility Guidelines ("WCAG"), Section 508, or any other federal, state, local, or international accessibility law, regulation, guideline, or standard (collectively, "Accessibility Standards"). Client is solely responsible for determining which Accessibility Standards apply to Client and for providing Agency, in writing and prior to execution of the applicable SOW, with any and all specifications concerning accessibility that Client requires. Agency's sole obligation with respect to such specifications is to build to the written specifications provided by Client prior to signing the SOW.



- 17.2. **Standard of care; process, not outcome.** As a standard practice and not as a guarantee of any result, Agency endeavors to build the elements of the Website within Agency's direct design and development control in general alignment with the Web Content Accessibility Guidelines 2.1 Level AA, as published as of the date of delivery ("WCAG 2.1 AA"). The elements within Agency's direct control are limited to those Agency itself authors or configures, such as page content authored by Agency, image alternative text, heading structure, link and button text, form field labels, page language attributes, and color and contrast choices within Agency's design. For the avoidance of doubt, Agency's standard of care does not extend to, and Agency expressly disclaims responsibility for: (a) the underlying source code, default rendering, or accessibility defects of the content management system, page builder, theme, framework, libraries, or any other third-party software used to build or operate the Website (including, without limitation, WordPress and Elementor); (b) any third-party application, plugin, widget, embed, or service integrated into the Website (including, without limitation, scheduling, chat, mapping, video, and payment tools); (c) any content, media, or material added to or modified on the Website by Client or any party other than Agency; (d) hosting, network, browser, assistive-technology, or device behavior; and (e) manual conformance testing, including screen-reader, keyboard-navigation, and cognitive testing, which Agency does not perform unless expressly engaged to do so under a separate SOW.
- 17.3. **No guarantee; inherent limitations of testing.** Client acknowledges and understands that no website can be guaranteed to be fully accessible or to conform to every Accessibility Standard, that Accessibility Standards are subject to interpretation and to evolving enforcement and case law, and that automated and AI-assisted accessibility tools detect only a subset of potential accessibility issues. Accordingly, any measures or methods Agency employs, and any review, scan, report, or assessment Agency provides, are advisory only and do not constitute a certification, warranty, representation, or guarantee that the Website is or will remain compliant with, or conformant to, the ADA, WCAG, or any other Accessibility Standard. Agency acts as a developer and advisor, not as an accessibility certifier or guarantor.
- 17.4. **Client acknowledgments and responsibilities.** Client further understands and acknowledges that, irrespective of any additional duties undertaken by Agency under an applicable SOW: (a) the accessibility of any content, media, or material added to or changed on the Website by Client (for example, videos, documents, text, or images) is the sole responsibility of Client; (b) any design change or decision requested or directed by Client, regardless of whether Agency identifies it as potentially inconsistent with any Accessibility Standard, is made at Client's election and with Client's full responsibility for such decision; and (c) Client, as the owner and operator of the Website, bears sole legal responsibility for the Website's compliance with all Accessibility Standards applicable to Client.
- 17.5. **Accessibility overlays, third-party software and widgets.** Client acknowledges that automated accessibility "overlay", third-party software or "widgets" do not remediate underlying accessibility issues at the source-code level and do not ensure compliance with any Accessibility Standard. Agency makes no representation or warranty regarding any such product, and any decision by Client to license or deploy such a product is made at Client's sole election and responsibility.



- 17.6. **Limited remediation; sole and exclusive remedy.** Solely where Agency has expressly advised Client in writing that a specific element of the Website, as delivered, was built to a stated Accessibility Standard, and it is later determined that such element did not meet that stated standard at the time of delivery due solely to Agency's failure to implement Client's written specifications, then, provided Client notifies Agency in writing of the specific non-conformance promptly and in no event later than ninety (90) days after delivery of the Website, Agency will, as Client's sole and exclusive remedy and at no additional cost to Client, use commercially reasonable efforts to remediate the identified non-conformance within sixty (60) business days after receiving such notice. This remediation obligation is Agency's entire liability, and Client's exclusive remedy, with respect to website accessibility, and is in lieu of all other warranties, remedies, and liabilities of any kind. In no event shall Agency be liable for any indirect, incidental, consequential, special, or punitive damages, or for any third-party claims, settlements, fines, penalties, or attorneys' fees, arising out of or relating to the accessibility of the Website.
- 17.7. **Changes after delivery.** Agency shall have no obligation under this Section with respect to any change in applicable laws, regulations, guidance, Accessibility Standards, interpretations, technologies, browser or device requirements, assistive technologies, third-party software, or enforcement practices occurring after delivery of the Website.
- 17.8. **Indemnification.** To the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless Agency and its owners, officers, employees, and contractors from and against any and all third-party claims, demands, actions, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the accessibility of the Website, including any claim under the ADA or any other Accessibility Standard, except to the extent finally determined to have been caused solely by Agency's failure to implement Client's written specifications as described in Section 17.6.
18. Data Privacy Regulation Compliance.
- 18.1. **Agency's role.** Where the Services involve Client data or consumer information assembled or processed by Client (collectively, "Data"), Agency acts solely as a processor of such Data on Client's behalf. Client, as the owner and controller of the Data, is solely responsible for providing all specifications concerning the use of any Data provided to Agency, and for ensuring its own compliance with all applicable privacy and data-security laws, including, without limitation, GDPR, CCPA/CPRA, CAN-SPAM, CIPA, and HIPAA. Agency's obligations are limited to: (i) complying with applicable data-protection laws as they pertain to Agency's role as a processor; (ii) following the reasonable written restrictions and procedures communicated by Client (subject to additional fees where such restrictions fall outside Agency's standard procedures); and (iii) maintaining Agency's internal security program, a summary of which is available to Client upon request.
- 18.2. **Protected Health Information.** The Services are not designed or intended to create, receive, maintain, or transmit Protected Health Information ("PHI") as defined under HIPAA, and Agency does not, in the ordinary course, act as a "Business Associate" of Client. Client shall not submit, upload, or configure the Services (including any web forms) to collect PHI without first notifying



Agency in writing and entering into a Business Associate Agreement as described in Section 18.4. Client acknowledges that any PHI introduced into the Services without such prior written notice and agreement is provided at Client's sole risk.

- 18.3. **Incidental collection; safeguards.** Client acknowledges that web forms and similar intake tools deployed as part of the Services (for example, contact or appointment-request forms) may incidentally collect personal information submitted by website visitors. Agency maintains commercially reasonable administrative, technical, and physical safeguards designed to protect such information, including encryption of data in transit and at rest, consistent with prevailing industry standards. Nothing in this Section constitutes a warranty or guarantee of any specific security outcome, and Agency's security practices are not offered as a separate compliance, certification, or assurance service unless expressly engaged under an applicable SOW.
- 18.4. **Business Associate Agreement.** If the provision of Services genuinely implicates PHI such that a Business Associate Agreement ("BAA") is required under HIPAA, the Parties will negotiate and execute a BAA in good faith. Such BAA will be limited to the specific Services that implicate PHI and will govern Agency's handling of PHI to the extent required by applicable law.
- 18.5. **CIPA and tracking technologies.** Client expressly agrees that Agency shall have no responsibility with respect to CIPA compliance, regardless of whether Agency places a pixel, cookie, beacon, or other tracking technology onto Client's website(s). Client shall be solely responsible for ensuring its website is compliant with all relevant data-privacy laws and regulations including, without limitation, the integration of cookie consent language, privacy policies and/or terms and conditions.
- 18.6. **Subprocessors.** Where Agency engages a contractor or vendor to perform Services involving the processing or use of Data, Agency's sole responsibilities shall be (i) the non-negligent engagement and management of such contractor and (ii) the communication of Client's unique written restrictions as referenced in Section 18.1(ii). Except as to Agency's negligent engagement or management, Client agrees that Agency shall not otherwise be liable for such contractor as it pertains to the processing of Data, and releases Agency from such liability.
- 18.7. **Indemnity; breach disclaimer.** Without limiting any other indemnification obligation of Client, Client will indemnify and hold Agency harmless from Client's failure to comply with applicable privacy or data-security laws, regulations, rules, or industry codes and guidelines. In no event shall Agency be liable for security breaches or lost data that occur as a result of coding and/or design flaws of third-party products furnished by Agency that are incorporated into the Services.
19. **Support Availability.** Agency provides standard operational support and general troubleshooting at no additional cost. This includes diagnosing and correcting issues with the Services. For additional individual support with the Services, which may be subject to additional fees, Client shall contact agency during normal business hours, excluding weekends and observed holidays. To ensure efficient tracking and resolution, all support requests should be submitted through Agency's designated support email or website forms.



20. Issue Prioritization and Response Times. Agency will use reasonable efforts to acknowledge and respond to support requests based on the following priority levels:

- a. Critical: Total service outage or loss of core website functionality. Agency will prioritize these issues for immediate attention and provide regular updates until resolved.
- b. High: Significant degradation of service or functionality that impacts the user experience (e.g., broken lead forms).
- c. Normal: General inquiries, minor cosmetic adjustments, or feature requests. Agency will review requests in the order received, typically providing an initial response within **1–2 business days**.

21. Right to Engage in Other Activities. Client acknowledges and agrees that Agency may provide services of the same or a similar nature as the Services for one or more third parties during and after the Term of this Agreement and that, except as expressly agreed to by the Parties in writing, nothing in this Agreement will operate to impair, restrict, limit, or prohibit Agency from providing any such services.

22. Entire Agreement; Modifications. This Agreement, together with any attachments or addenda hereto, constitutes the sole Agreement of the Parties hereto and supersedes all prior agreements, promises, negotiations, or representations between the Parties not expressly stated herein. Agency may update these Terms from time to time by providing Client written notice of the updated Terms. Client's continued receipt of Services following the effective date of such updated Terms constitutes acceptance. This provision does not permit modification of the fees, Term, or scope set forth in an executed SOW.

23. No Joint Venture. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the Parties. Agency is, and at all times will continue to be, an independent contractor.

24. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof, each of which will remain in full force and effect, so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to any Party. Further, it is the intention of the Parties that, if any court construes any provision or clause of this Agreement, or any portion thereof, to be illegal, void, or unenforceable because of the duration of such provision, such court shall reduce the duration, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

25. Force Majeure. Agency shall not be deemed in default of this Agreement to the extent that its performance is prevented or delayed due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance or act of terror, disruption of the public markets, war or armed conflict, pandemic, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment, or decree.

26. Governing Law; Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to its conflict-of-laws principles. If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. EACH PARTY UNDERSTANDS THAT WITHOUT THIS PROVISION, IT WOULD HAVE THE RIGHT TO SUE IN COURT AND TO



A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), available at www.adr.org. The arbitration may be conducted in person, through the submission of documents, by telephone, or online. The arbitrator will issue a written decision and must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Marin County, California. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award. If for any reason a Dispute proceeds in court rather than arbitration, it shall be commenced and prosecuted in the state and federal courts located in Marin County, California, and the Parties consent to personal jurisdiction and waive any defense of forum non conveniens there. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) is excluded from this Agreement. In no event shall any Dispute related in any way to this Agreement be commenced more than one (1) year after the cause of action arose; if this provision is found unenforceable, the Dispute shall be decided by a court of competent jurisdiction within the courts identified above.

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to use class-action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

The following Disputes are not subject to the provisions above concerning informal negotiations and binding arbitration: (a) any Dispute seeking to enforce or protect, or concerning the validity of, any intellectual-property right of a Party; (b) any Dispute related to or arising from allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief.

27. Statutes of Limitation. To the fullest extent permitted by applicable law, any dispute or other action arising out hereof must be brought within one year of the date the cause of action accrued, except that an action for nonpayment may be brought within one year of the date of last payment.

28. Order of Precedence. This Agreement consists of this main body, any Statement(s) of Work ("SOW"), any Product-Specific Terms applicable to the products or services Client has contracted for, and, where applicable, the Platform Terms. In the event of a conflict among these documents, the following order of precedence governs, from highest to lowest: (1) the applicable SOW; (2) the Product-Specific Terms for the product or service at issue; (3) the Platform Terms (solely with respect to Client's access to and use of the Platform); and (4) this main body. Notwithstanding the foregoing, a SOW or Product-Specific Term will supersede a conflicting provision of this main body only where it expressly identifies, by Section number or heading, the provision of the main body being modified; absent such express reference, the main body controls.

29. Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that either Party may assign this Agreement, without consent, to a successor in connection



with a merger, acquisition, reorganization, or sale of all or substantially all of its assets or the business to which this Agreement relates, upon written notice to the other Party. This Agreement binds and inures to the benefit of the Parties and their permitted successors and assigns.

Product Specific Terms:

A. If you have contracted for the Kaleidoscope Content Management Platform and any other Kaleidoscope software:

License and Permitted Use. Agency owns all proprietary rights, including copyright, trademark, pending patents, and other proprietary rights in and to the Agency software and web-based application ("the "Software"). Agency grants to Client under the Terms and Conditions of this Agreement, for the term specified a nonexclusive, nontransferable license to use the Software purchased, subject to continuation of the monthly license payments. Client shall not sell, license, transfer, or permit the use of the Products to or by a subsidiary, affiliated entity or a third party. Client shall use the Products only for its own business.

Licenses granted for the Kaleidoscope Content Management Platform are for use at a single office location. If Client is using Agency's multi-office content distribution capabilities, Client must have a license to use the Content Management System at each location. For purposes of clarification, if Client has five office locations, then Client must have five licenses.

Agency reserves the right, without notice, to change or modify the appearance of the proprietary material. Client shall have the right to incorporate within the software application Client's own images and content (including, without limitation, pictures, videos, text and streaming content from sources such as Facebook® and weather). With respect to content provided by Client, including, without limitation, images, content and trademark logo or image designs, Client shall own all proprietary rights.

Client guarantees and warrants that any elements of text, graphics, photos, videos, designs, trademarks, or other content provided for inclusion in the Agency software/display are owned by Client, or that Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless and defend and indemnify Agency and its agents from any claim, liability or suit arising from the use of such elements.

Client specifically warrants, without limiting the foregoing warranty by Client, that Client shall not use content displaying a specific technology not used or offered by Client. Client understands that content accessed by Client from third party sites (such as Facebook and RSS Feeds), contains content over which Agency has no control and Agency has no responsibility for such use by Client. Client understands that it is solely responsible for its use and protection of usernames and passwords for the software/computer and for any activity in the use of, and access to, the computer/software, and shall not disclose or share such password to any unauthorized third parties or use it for unauthorized purposes.

Client acknowledges and agrees that Agency will rely upon any action that is purportedly taken by you by any person who gains access to Client's password or computer system or transmitting facilities, and that this acknowledgment and agreement is commercially reasonable. Client shall advise and train its employees in the appropriate use of the software in accordance with this Agreement. Client shall not copy, reverse engineer, decompile or modify the software or content contained on their computer, in the web-based Agency application, Agency website, and/or any other Agency software.



Client agrees that each of the terms of this License is material and that failure to comply with these Terms and Conditions shall be sufficient cause to terminate this Agreement.

B. If you have contracted for a Website:

Website Administrative Access. Client acknowledges that the Website may incorporate proprietary software, plugins, integrations, and design templates developed or licensed by Agency ("Proprietary Components"). Administrative ("admin") access to the Website's content management system is not included by default and may be granted at Agency's sole discretion on a case-by-case basis. If admin access is granted, Client agrees to the following conditions: (a) Client shall not modify, deactivate, remove, or interfere with any Proprietary Components or platform integrations installed on the Website; (b) Client shall not modify global design templates, including but not limited to headers, footers, navigation elements, and site-wide layout structures; (c) any troubleshooting, restoration, or repair work required by Agency as a result of changes made by Client or any party acting on Client's behalf under admin access shall be billed at a rate of \$150.00 per hour; and (d) Agency reserves the right to revoke or restrict admin access at any time, without prior notice, if Agency determines that such access poses a risk to site functionality, performance, security, or integrity. Granting of admin access does not constitute a transfer of ownership of any Proprietary Components or underlying intellectual property.

Scope of Services. This applies to web hosting services provided by Agency, including but not limited to:

- Website hosting and server management
- Domain name registration and DNS management
- SSL certificate provisioning and maintenance
- Data backup and recovery services
- Security monitoring and maintenance

Service Availability & Uptime Guarantee.

Uptime Commitment. Agency guarantees **99% uptime** for hosted services, calculated on an annual basis. Uptime percentage is calculated as: $(\text{Total Minutes in Year} - \text{Downtime Minutes}) / \text{Total Minutes in Year} \times 100$.

Scheduled Maintenance. Scheduled maintenance windows will be announced to affected clients in advance via email. Time spent in scheduled maintenance is **excluded** from uptime calculations. Agency will make reasonable efforts to schedule maintenance during off-peak hours to minimize disruption.

Uptime Exclusions. The following are excluded from uptime calculations:

- Scheduled maintenance windows (with advance notice)
- Distributed Denial of Service (DDoS) attacks or other malicious external activity
- Issues caused by Client actions, including but not limited to code changes, plugin conflicts, or exceeded resource limits
- AWS (Amazon Web Services) or other third-party infrastructure outages
- Force majeure events (natural disasters, war, government actions)
- Issues arising from Client's failure to follow Agency recommendations



Data Backup & Recovery.

Backup Schedule. Agency performs **nightly off-site backups** of all hosted Client data, including website files, databases, and configurations.

Backup Retention. Backups are retained for **eleven (11) months** on a rolling basis, allowing for recovery from both recent issues and historical data needs.

Recovery Time Objective (RTO). In the event of data loss or the need for restoration, Agency targets a recovery time of **twelve to sixteen (12-16) hours** from the time of the restoration request, depending on the size and complexity of the data being restored.

Client Responsibility. While Agency maintains regular backups, Client is encouraged to maintain independent backups of critical data. Agency is not responsible for data loss resulting from Client actions taken outside of Agency's control.

Service Credits & Remedies.

Service Credits. In the event Agency fails to meet the uptime guarantee specified in **Service Availability & Uptime Guarantee** section above, Client may be eligible for service credits as follows: Annual Uptime Service Credit (Percentage of Monthly Website Maintenance Fee)

- **98% – 98.9% Uptime** - 10% Credit
- **95% – 97.9% Uptime** - 25% Credit
- **Below 95% Uptime** - 50% Credit

Credits are applied to the *next* billing cycles and are **not refundable as cash**.

Credit Request Process. To request service credits, Client must submit a written request within thirty (30) days of the incident, including documentation of the downtime experienced.

Credit Limitations. Service credits are the sole and exclusive remedy for any failure by Agency to meet the commitments outlined in these terms and conditions. Credits may not exceed the monthly hosting fees for the affected service period.

Limitations of Liability.

Liability Cap. Agency's total aggregate liability under these terms and conditions shall not exceed: Agency's total aggregate liability shall not exceed the lesser of: (i) the total website hosting fees paid by Client to Agency in the twelve (12) months preceding the claim, or (ii) \$2,500.

Exclusion of Consequential Damages. In no event shall Agency be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or business opportunities, regardless of whether such damages were foreseeable or whether Agency was advised of the possibility of such damages.

Client-Caused Issues. Issues determined to be caused by Client actions (including but not limited to unauthorized code changes, plugin installations, security breaches due to weak passwords, or exceeding resource allocations) are not covered under these terms and conditions and **may incur hourly service charges** for resolution at Agency's then-current rates.



Supply of Materials. You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include but are not limited to, photographs, custom-written copy, logos, video, and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we reserve the sole right to extend any previously agreed deadlines by a reasonable amount. Where you fail to supply materials, and that prevents the progress of the work, we have the right to stop work and invoice you for any balance on the contract.

Variations. We are pleased to offer you the opportunity to make revisions to the design. However, we have the right to limit the number of design rounds to three and may charge an additional fee if you make a change to the original design specification once approved. You may request as many changes to each of the three design rounds as you want based on your initial specifications. However, they must be received in one email to facilitate the process and avoid confusion. Each separate email request would be considered one of your three round changes. Our website development phase is flexible and allows certain variations to the original specification once approved. However, any major deviation from the specification will be charged at the rate of \$150 per hour.

Project Delays and Client Liability. Any time frames or estimates that we provide are contingent upon the full cooperation of the Client. During website development, there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from the Client side and be made available on a continuing basis in order to expedite the feedback process.

We will not be responsible if the web design project remains largely unfinished or is delayed, due to Client inaction, unresponsiveness, failure to request design changes in a timely manner or failure to approve the design or written content.

After the initial 90 calendar days, if the project is still unfinished, we reserve the right to charge \$150/hour for any further change requests.

Approval of Work. On completion of the first round of the design, you will be sent a live site to review the design aspects. All written content will be presented as Latin placeholder text to allow the Client to focus on the visual elements. Client must notify us by email of any unsatisfactory points or changes in the design within 14 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 14-day review period will be deemed to have been approved. Once approved, or deemed approved, we will move forward to the next step of the process.

Rejected Work. If you reject any of our work within the 14-day review period and do not approve subsequent work performed by us to remedy any points recorded as being unsatisfactory, and we, acting reasonably, consider that you have been unreasonable in any rejection of the work, we can elect to treat this contract as complete and take measures to recover payment for the contracted work.

Monthly Website Maintenance. Once the website is live, a Monthly Maintenance fee as stipulated in the applicable SOW, will begin immediately and be automatically debited to your credit card or bank account thereafter. Since the Internet and its requirements are ever-changing, maintenance fees are subject to change. You will be notified of any changes in the fee prior to the next billing cycle, should they occur.



Copyrights & Trademarks. You must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks, or any other material that you supply to us to include in your website or web applications. You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website.

Search Engines. All websites we design are search engine friendly based on the current industry standards. However, we do not guarantee any specific position in search engine results for the Client's website. We perform ongoing search engine optimization, if needed, according to current best practices at an additional monthly fee. All additional monthly SEO services must be agreed upon in writing by the parties.

Licensing. Once you have paid us in full for our work we grant you a license to use the website theme for the duration of our working relationship. The Client's website domain, customized artwork, and written content are the property of the Client. Website domain, artwork, and content files will be provided within 30 days' notice of termination of services. Files provided to Client following termination exclude Third-Party Licensed Assets as defined in Section 2.2, and Agency may remove or replace any such asset prior to transfer. Client is solely responsible for licensing, removing, or replacing any Third-Party Licensed Asset that remains within the transferred files or on the Website following transfer, whether that work is performed by Client or by any successor vendor. Website files provided to the Client after the termination of services are to be used only on one single website and/or domain name. Our designs are not to be replicated across multiple websites and/or domains.

Security. Agency commits to implementing and maintaining reasonable security measures, including:

- SSL/TLS certificates for encrypted connections
- Regular security patches and updates to hosting infrastructure
- Firewall and intrusion detection systems
- Secure off-site backup storage

Agency cannot guarantee absolute security and is not liable for security breaches resulting from zero-day exploits, Client negligence, or sophisticated attacks beyond reasonable industry-standard protections.

Termination & Data Handling.

Data Retention After Termination. Upon termination or transfer of services, Client data (including hosted files, databases, and DNS configurations) will be maintained for **fourteen (14) days** to allow for Client retrieval or migration.

Domain Transfer. Registered domains managed by Agency on behalf of Client will be transferred to the Client or a designated registrar account upon request. Client is responsible for any transfer fees imposed by the receiving registrar.

Backup Retention Post-Termination. Nightly backups of Client data will be retained for **ninety (90) days** following termination, after which all Client data will be permanently deleted from Agency's systems.

Data Deletion Confirmation. Upon request, Agency will confirm in writing when Client data has been permanently deleted from all systems.

For clarity, the retention periods in this Section apply to distinct categories of data and are not in conflict: live production data is retained for fourteen (14) days to permit Client retrieval;



Client's domain, artwork, and content files are delivered within thirty (30) days of a termination notice; and Agency's nightly backups are retained for ninety (90) days following termination, after which Client data is permanently deleted.

C. If you have contracted for Digital Signage:

Computer. For the Agency digital sign to work properly, the computer you receive from us **MUST** not be used for any other purposes and it **MUST** be displayed on a 1080p or better HD television with a DisplayPort or HDMI cord (DisplayPort / HDMI cord(s) and television(s) purchased separately and are not sold by Agency).

Agency is not responsible for any issues related to hardware connections when troubleshooting shows that the Agency software and computer function properly when directly connected to the Client's TV screen with an HDMI or DisplayPort cord. HDMI cords only up to 30ft or DisplayPort cables up to 50 feet should be purchased to ensure the quality of the display. Client is responsible for ongoing maintenance, support, and updating of the Client's hardware and software related to its use of Agency. Support is not guaranteed, and the support agreement may void if the Agency application is used from a location outside of the U.S. or Canada. The Client acknowledges all Internet browsers and computer operating systems used to operate Agency must be up to date for the system to operate fully, and for any Agency technical support to be rendered.

D. If you have contracted for the Kaleidoscope Platform including Playlist Personalization:

Playlist Personalization: Once your playlist is created, up to one hour of text edits are included in the personalization. If major design edits (such as changing fonts, designs and patterns) or additional information is requested, a \$150/hr editing fee is incurred based on your customization requests.