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InSync Media Master Service Agreement and Terms of Service

This Master Service Agreement & Terms of Service (“**Terms**”) are entered into by you (“**Client**”), as described on an applicable Work Order, and InSync Media LLC, a Colorado limited liability company (“**InSync**”) and are effective as of the date a Work Order (defined below) is executed with InSync or these Terms are otherwise agreed to by Client (the “**Effective Date**”).

InSync and Client may be collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

InSync is in the business of providing online marketing services, including but not limited to search engine/AI optimization (SEO/AEO/GEO/AIO), search engine marketing (paid ads through search engines), website development, hosting, social media marketing, graphic design, marketing and branding consultation, branding, content writing, and other online marketing services appurtenant thereto (“**Services**”).

Client wishes to retain InSync to perform the Services requested on any Work Order accepted by Client and InSync, each of which is deemed attached hereto and incorporated by this reference.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. InSync Services and Responsibilities.

1.1. InSync Services.

1.1.1. Services. InSync shall provide to Client the Services set forth in one or more work orders to be offered by InSync and accepted by Client in such form as the Parties may agree (each, a “**Work Order**”). Each accepted Work Order shall be deemed incorporated herein by this reference. InSync shall provide the Services in accordance with the terms and subject to the conditions set forth in the relevant Work Order and these Terms, however, in the event of any conflict between these Terms and a Work Order, these Terms shall control.

1.1.2. Work Orders. Each Work Order shall set forth:

1.1.2.1. A description of the Services to be performed and the Deliverables (defined below) to be delivered;

1.1.2.2. The fees for the Services and provision of the Deliverables, where provided on a flat fee or project basis, and hourly rates and estimated materials costs where provided on a time and materials basis, or any combination of the foregoing (the “**Fees**”);

1.1.2.3. Milestones for completion and estimated dates for completion. Client understands and agrees that such dates are estimates only, and the time of completion is largely a function of Client’s



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responsiveness to InSync inquiries, timely provision of the Client Materials, and compliance with its other obligations set forth in Section 2. Client expressly waives any claims it may have against InSync for failing to provide the Deliverables by such estimated completion date where Client has failed to comply with its obligations under Section 2.

1.1.2.4. Any other information reasonably necessary or advisable as determined by the Parties.

1.2. InSync Account Manager and personnel.

1.2.1. InSync shall:

- 1.2.1.1. appoint an employee(s) to serve as the primary contact(s) with respect to these Terms who will have the authority to act on behalf of the InSync in connection with matters pertaining to these Terms (the **"InSync Account Manager"**);
- 1.2.1.2. hire, supervise, direct, and discharge all employees and Third-Party Service Providers (as defined below) (collectively, the **"InSync personnel"**) necessary to perform the Services, each of whom shall be suitably skilled, experienced and qualified;
- 1.2.1.3. comply with all applicable laws in its performance of the Services, except that Client shall be solely responsible for the content of any Client Materials, Client Intellectual Property, or any instruction, information, designs, specifications, or other materials provided by Client to InSync.
- 1.2.1.4. InSync shall be responsible for the payment of all compensation owed to the InSync personnel, including, if applicable, the payment and withholding of social security and other payroll taxes, withholding of income taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

1.2.2. Third-Party Services.

- 1.2.2.1. InSync may employ independent consultants, contractors, or subcontractors (each such third-party, a **"Third-Party Service Provider"**), to provide any Services or deliverables to Client in connection with the Services. InSync shall remain fully responsible for the performance of each such Third-Party Service Provider and its employees and for their compliance with all the terms and conditions of these Terms as if they were InSync's own employees. Nothing contained in these Terms shall create any contractual relationship between Client and any InSync subcontractor or supplier.
- 1.2.2.2. At Client's direction or as necessary to perform the Services and create the Deliverables, at InSync's discretion, InSync may incorporate Third-Party Materials (as defined below) in the Deliverables. Notwithstanding Section 1.2.2.1., InSync disclaims and Client waives, any liability for Third-Party Materials. Client agrees that, to the extent the Third-Party Materials are incorporated in the Deliverables, Client shall be subject to the Third-Party Software licenses as set forth in Section 4.2.4., and shall look only to purveyors of such Third-Party Software for satisfaction of any claims in accordance with the Third-Party Software licenses and applicable law.
- 1.2.3. All persons employed by InSync in connection with the Services shall either be employees of InSync or consultants or independent contractors retained by InSync. InSync shall be solely responsible for complying with all laws affecting such persons.



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- 1.2.4. InSync shall require each Third-Party Service Provider to be bound in writing by the confidentiality and intellectual property assignment or license provisions of these Terms.
- 1.3. AI-Generated or AI-Assisted Content. InSync endeavors to use AI tools in a commercially reasonable manner consistent with industry practices, recognizing that AI systems may produce unintended, incomplete, or biased outputs. Client understands, acknowledges, and consents to InSync's use of AI, including, without limitation, LLMs to research, enhance, or generate some content incorporated in the Deliverables. Client ultimately remains responsible for the quality and accuracy of the content contained in the Deliverables as further described in Section 2, and may request revisions or customizations to AI-generated content pursuant to the provisions of the applicable Work Order or, if none, pursuant to the process described in Section 2 hereof, provided, however, that such revisions may alter the Fees charged, as set forth in Section 2.1
- 1.3.1. Human Review of AI-Assisted Content. InSync utilizes commercially reasonable efforts to apply human review and editing to AI-Assisted Content prior to delivery, including review by an InSync team member for tone, clarity, and contextual alignment. Client acknowledges that such review does not eliminate the inherent limitations of artificial intelligence technologies. InSync does not guarantee that AI-Assisted Content will be indistinguishable from content created without the use of AI, nor that third-party tools or systems will not identify, score, classify, or characterize such content as AI-generated or AI-assisted. Client acknowledges that assessments of "humanization," "originality," or similar qualitative characteristics may themselves be performed or influenced by automated or AI-based tools and are inherently subjective.
- 1.3.2. No Professional Advice. Client acknowledges and agrees that any content, analysis, recommendations, or materials generated or assisted by artificial intelligence technologies ("AI-Assisted Content") are provided for general informational and marketing purposes only. AI-Assisted Content does not constitute legal, medical, financial, regulatory, compliance, or other professional advice. InSync does not provide professional advisory services unless expressly stated in a written Work Order. Client is solely responsible for obtaining independent professional review or advice before relying on or implementing any AI-Assisted Content.
- 1.3.3. Accuracy at Time of Delivery. InSync makes no representation or warranty that AI-Assisted Content will remain accurate, complete, or current after delivery. Client acknowledges that laws, platform policies, industry standards, and factual circumstances may change over time. InSync has no obligation to monitor, update, correct, or revise any Deliverables after delivery.
- 1.3.4. AI Training Data and Copyright Limitations. Client acknowledges that InSync does not control, audit, or have visibility into the datasets, sources, or training materials used by third-party AI systems. InSync makes no representation that AI-Assisted Content is non-infringing or eligible for copyright protection. To the extent permitted by law, Client assumes all risks related to the use, publication, modification, or commercialization of AI-Assisted Content.
- 1.3.5. Standard Practice. Client acknowledges and consents to InSync's use of AI tools as part of its standard service delivery unless Client expressly opts out in writing. Client understands that opting out of AI use may affect scope, timelines, fees, or available services and may require a revised Work Order.
- 1.4. No Exclusivity. Unless otherwise provided in an executed agreement, InSync retains the right to perform the same or similar type of services for third parties in Client's industry during the Term of these Terms.



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- 1.5. Status Reports. Unless otherwise set forth in an applicable Work Order, for each Service, InSync shall provide regular status reports, including confirmation of completion of each Service to be rendered under an applicable Work Order.
 - 1.6. Restrictions on Expenditures. Unless otherwise set forth in an applicable Work Order and subject to Section 5, InSync shall not incur costs or make expenditures in excess of \$1,000.00 in connection with the Services without Client's prior written approval.
 - 1.7. Status Reports and Performance Reporting. Unless otherwise set forth in an applicable Work Order, for each Service, InSync shall provide: (a) Regular status reports on a monthly or quarterly basis (or as specified in the Work Order) that include: i. Summary of Services performed during the reporting period; ii. Progress toward milestones or objectives; iii. Key metrics relevant to the Services (as specified in the Work Order); iv. Issues, challenges, or recommended adjustments; v. Confirmation of completion where applicable. (b) Client acknowledges that performance metrics are influenced by numerous factors beyond InSync's control, including Client's industry, competition, market conditions, budget constraints, platform algorithm changes, and Client's own business activities. InSync makes no guarantee of specific performance outcomes unless explicitly stated in a Work Order. (c) InSync's reporting is based on data from third-party platforms and tools. InSync is not responsible for inaccuracies in such third-party data.
2. Client Obligations and Responsibilities.
 - 2.1. Client shall:
 - 2.1.1. Appoint and, in its reasonable discretion, replace the Client representative to serve as the primary contact with respect to these Terms, which representative will have the authority to act on behalf of Client with respect to matters pertaining to these Terms (the "**Client Account Manager**").
 - 2.1.2. Provide copies of or access to Client's information, documents, samples, products, or other material (collectively, "**Client Materials**") as InSync may request in order to carry out the Services in a timely manner and ensure that they are complete and accurate in all material respects.
 - 2.1.3. Respond promptly to any InSync request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for InSync to perform the Services in accordance with the requirements of these Terms.
 - 2.1.4. Where review comments or other feedback are required by an applicable Work Order for InSync to provide the Services and Deliverables:
 - 2.1.4.1. Client shall provide InSync with all review comments that may necessitate revisions to Deliverables in accordance with the schedule set forth in an applicable Work Order or otherwise mutually agreed upon, including, without limitation, Client review comments, third-party stakeholder comments, and comments from authorities having jurisdiction, if any. Client shall provide such comments in accordance with the schedule of set forth, it being acknowledged by the Parties that time is of the essence with respect to review comments. Client shall ensure that all such comments are made through the designated channels as directed by InSync.
 - 2.1.4.2. Client agrees that, in the event Client does not return review comments on time, InSync's obligations to provide Services or Deliverables will be delayed at minimum an amount of time equal

to Client's delay. Delays over 15 days may require the project to be rescope with new timelines, and additional project management fees and reactivation fees may be applicable per relevant policies set for by InSync and disclosed to the Client. Notwithstanding the foregoing, InSync may issue invoices for work performed even if an InSync payment milestone has not yet been achieved if Client's delay persists for 15 days or more.

2.1.4.3. Review comments may necessitate a Change Order if such comments require additional time and fees, especially if not timely submitted in accordance with the schedule set forth in an applicable Work Order. Client understands and agrees that InSync may adjust its rates and fees accordingly, and Client agrees to pay such adjusted rates and fees.

2.1.5. Client understands and agrees that failure to comply with the requirements set forth in this Section 2.1 will result in delays and increased Fees.

2.2. Responsibility for Content. Client understands and agrees that, while InSync is responsible for the provision of the Services and the creation and delivery of the Deliverables, Client remains responsible for ensuring the accuracy and quality, to Client's reasonable satisfaction and in accordance with Client's reasonable standards and values, of the content contained in Deliverables (defined below), and InSync shall have no liability to Client whatsoever for the same, including, without limitation for any bias or inaccuracies resulting from the use of AI-generated content, and therefore it is essential that Client comply with the requirements this Section 2.1 and thoroughly review all content and provide review comments to InSync for the same.

2.3. Website Accessibility Compliance. Client acknowledges and agrees that Client is solely responsible for ensuring that any website or digital property developed, maintained, or hosted under these Terms complies with all applicable accessibility laws, regulations, and standards, including without limitation the Americans with Disabilities Act ("ADA") and the Web Content Accessibility Guidelines ("WCAG"), as such standards may be updated from time to time.

2.3.1. InSync may recommend, but does not require, the use of third-party accessibility tools or platforms, to assist with accessibility compliance. Client understands that such platforms may offer free and paid versions, and that only paid versions may include legal coverage, monitoring, or remediation services. Free versions may provide limited front-facing functionality and do not provide compliance with applicable laws.

2.3.2. Client acknowledges that the selection, implementation, configuration, and ongoing management of any accessibility solution is Client's responsibility. Client assumes all risk and liability related to website accessibility compliance, whether or not InSync has recommended or implemented any accessibility tools, and regardless of whether accessibility issues have been specifically identified or raised by InSync.

2.3.3. InSync expressly disclaims any liability related to accessibility compliance, audits, claims, demands, or enforcement actions, and Client expressly waives any claims against InSync arising from or related to website accessibility.

2.4. Data Privacy Compliance. Client acknowledges and agrees that it is solely responsible for ensuring that all activities conducted under these Terms or as a result of the Services or deploying the Deliverables, including without limitation, the use any website created by InSync for Client, including the collection, use, and distribution of any personally identifiable information or other regulated types of information, comply with all applicable federal, state, local, and international laws and regulations, including but not limited to privacy laws

and regulations. This responsibility includes, without limitation, ensuring that all necessary privacy policies are properly drafted, effective, and fully compliant with all such laws and regulations. Client shall ensure that such privacy policies are conspicuously posted and easily accessible to all affected parties. Client further agrees to obtain all necessary consents and provide all required disclosures to individuals regarding the collection, use, processing, and transfer of personally identifiable information as required by applicable laws and regulations. INSYNC DISCLAIMS ALL LIABILITY FOR ANY FAILURE BY CLIENT TO COMPLY WITH SUCH LAWS AND REGULATIONS OR TO HAVE IN PLACE EFFECTIVE PRIVACY POLICIES AND CLIENT EXPRESSLY WAIVES ANY CLAIMS AGAINST INSYNC FOR THE SAME.

3. Change Orders.

- 3.1. If either Party wishes to change the scope of the Services, they shall submit details of the requested change to the other Party in writing. InSync shall, within a reasonable time after receiving a Client-initiated request, or at the same time that InSync initiates such a request, provide a written estimate to Client of:
 - 3.1.1. the likely time required to implement the change;
 - 3.1.2. any necessary variations to the fees and other charges for the Services arising from the change;
 - 3.1.3. the likely effect of the change on the Services;
 - 3.1.4. any other impact the change might have on the performance of these Terms; and
 - 3.1.5. any other information reasonably requested by the Client.
- 3.2. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a “**Change Order**”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 13.5.
- 3.3. Notwithstanding anything to the contrary herein, InSync may, from time to time change the Services: (i) upon written notice to Client to comply with any applicable safety, regulatory, or statutory requirements, or (ii) upon Client’s prior written consent, which shall not be unreasonably withheld or delayed.
- 3.4. If Client requests a change and then, after receiving InSync’s written estimate, decides not to follow through with the change, InSync may charge for the time it spends assessing and documenting a change request from Client on a time and materials basis in accordance with Section 5.
- 3.5. If a change is necessitated by a change in any applicable safety, regulatory, or statutory requirements, Client shall be responsible for any increased Fees and other charges arising out of changes in such safety, regulatory, or statutory requirements.
- 3.6. Client understands and agrees that, in the event that a Change Order is requested or required as provided in this Section 3, InSync shall have no obligation to perform any Services for Client, regardless of whether such Services constitute changes, until the Parties execute a Change Order.

4. Intellectual Property Rights; Ownership.

4.1. License to Certain Client Intellectual Property.

- 4.1.1. Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to all Client Materials, including any and all trade secrets, trademarks, domain names, original works of authorship and related copyrights, and any other intangible property in which any person holds proprietary rights, title, interests, or protections, however arising, pursuant to the laws of any jurisdiction throughout the world (collectively “**Intellectual Property**”) therein. This shall include all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.
- 4.1.2. Client grants InSync and Third-Party Service Providers a limited, non-exclusive, royalty-free, worldwide license during the Term to use Client’s Intellectual Property solely to the extent necessary to provide the Services to Client.
- 4.1.3. Client grants no other right or license to any Client Intellectual Property to InSync by implication, estoppel, or otherwise. InSync acknowledges that Client owns all right, title, and interest in, to and under the Client’s Intellectual Property and that InSync shall not acquire any proprietary rights therein. Any use by InSync or any affiliate, employee, officer, director, partner, shareholder, agent, attorney, third-party advisor, successor or permitted assign (collectively “**Representatives**”) of InSync of any of Client’s Intellectual Property and all goodwill and other rights associated therewith shall inure to the benefit of Client.

4.2. Ownership of and License to Deliverables.

- 4.2.1. Unless and until Client pays all amounts due hereunder, InSync shall be the sole and exclusive owner of all right, title and interest in and to all, all documents, work product, and other materials that are delivered to Client hereunder by or on behalf of InSync developed or created in the course of performing the Services, including all Intellectual Property therein (collectively, the “**Deliverables**”). InSync hereby grants Client a revocable, limited, royalty-free, non-transferable, non-sublicensable, worldwide license to use, perform, display, execute, and exploit any Deliverables during the Term, subject to Section 5.5.
- 4.2.2. Upon payment in full of all amounts due hereunder, Client shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, subject to Section 4.2.4 and Section 4.2.5 herein. InSync acknowledges and will cause InSync personnel to agree that with respect to any copyrights in any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, Client shall own the copyrights in such Deliverables as a “work made for hire” for Client. With respect to any of the Deliverables that do not constitute a “work made for hire,” upon payment in full, InSync shall be deemed to have irrevocably assigned, and shall, upon Client’s written request and at Client’s expense, cause InSync personnel to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables. InSync shall cause the InSync personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such InSync personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables.

- 4.2.3. Upon the reasonable request of Client and at Client's expense, InSync shall, and shall cause the InSync personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.
- 4.2.4. In the course of providing the Services, InSync may use certain pre-existing materials consisting of documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, in each case developed or acquired by InSync prior to the commencement or independently of these Terms (collectively, the "**Pre-Existing Materials**"). InSync and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property therein. Upon payment in full, InSync hereby grants Client a perpetual, limited, royalty-free, non-transferable, non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by InSync, and the afore-described license shall be revocable upon notice by InSync upon a Payment Failure (defined below).
- 4.2.5. In the course of providing the Services, InSync may use certain third-party materials consisting of documents, data, content, or specifications of third parties, and components or software including open source software hereto that are not proprietary to InSync (collectively, the "**Third-Party Materials**"). Client shall have a limited, royalty-free, non-transferable, non-sublicensable, worldwide license to use the Third-Party Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants to Client or any third-party, any Intellectual Property rights in the Third-Party Materials, by implication, waiver, estoppel, or otherwise and the afore-described license shall be revocable upon notice by InSync upon a Payment Failure (defined below).
- 4.2.6. In the course of providing the Services, InSync may use AI technology. Client understands that, under applicable copyright laws in the United States, elements of the Deliverables consisting of AI-generated content may not be copyrighted and, therefore, InSync cannot convey title or license to these elements.
- 4.3. Portfolio and Marketing Use. Unless explicitly opted out in writing, Client grants InSync a perpetual, non-exclusive, royalty-free right to use, display, reproduce, and reference the Deliverables and the results of the Services, including aggregated performance data and outcomes, for InSync's internal records, portfolio, marketing materials, presentations, proposals, case studies, and business development purposes. InSync shall not disclose Client's Confidential Information or trade secrets in connection with such use. Unless Client provides written notice requesting anonymization, InSync may identify Client by name and/or logo when presenting portfolio or case study materials. If Client requests that its identity not be disclosed, InSync agrees to use commercially reasonable efforts to present results in an anonymized or non-identifiable manner, provided that such request is made in writing.



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5. Fees and Expenses; Payment Obligations.

5.1. Fees and Expenses.

5.1.1. In consideration of the provision of the Services and the rights granted to Client under these Terms, Client shall pay to InSync the estimated Fees set forth on any applicable Work Order in accordance with the payment schedule set forth therein, or if none, in accordance with Section 5.2.

5.1.2. Except as expressly provided in a Work Order, the Fees are provided as an estimate only, and are subject to adjustment as provided in these Terms or any applicable Work Order. Additionally, Client understands and agrees that the Fees may increase if Client fails to comply with its obligations set forth under Section 2.

5.1.3. Where a one-time, monthly, or quarterly fee for the Services is set forth on an applicable Work Order ("**Fixed Fee Services**"), any such amount shall be inclusive of any costs of materials or other expenses of InSync in providing such Services.

5.1.4. Where Services are provided on a time and materials basis, either as part of an applicable Work Order or as otherwise requested by Client ("**Variable Fee Services**"), such Services shall be calculated at an InSync's then-applicable hourly fee rate and InSync's actual cost for any materials, machinery, equipment, and third-party services reasonably necessary for the provision of each Variable Fee Service.

5.1.5. Client agrees to pay or reimburse InSync for all reasonable travel and out-of-pocket expenses incurred by InSync in connection with the performance of the Services that have been approved in advance by Client.

5.1.6. InSync shall issue invoices monthly, unless otherwise indicated on an applicable Work Order, to Client for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with Section 5.1.2.

5.1.7. Payment to InSync of the fees set forth in this Section and the payment or reimbursement of expenses pursuant to Section 5.1.2. shall constitute payment in full for the performance of the Services, and Client shall not be responsible for paying any other fees, costs, or expenses.

5.2. Payment. Except as otherwise set forth in an applicable Work Order, Client shall pay all invoiced amounts due to InSync within 15 days after Client's receipt of such invoice. If Client has not paid or contested an invoice within such time period, InSync is authorized to withdraw such amounts from Client's payment method on file with InSync. Client agrees to maintain a valid credit card on file with InSync.

5.3. Taxes. All fees payable by Client under these Terms are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on such amounts. InSync shall be responsible for any taxes imposed on, or with respect to, InSync's income, revenues, gross receipts, personnel, or real or personal property, or other assets. Client shall be solely responsible for the payment of any sales and use taxes assessed against the sale of Client's goods and services.

5.4. Invoice Disputes. Client shall notify InSync in writing of any dispute with an invoice (along with a reasonably



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detailed description of the dispute and any substantiating documentation Client has access to) within 5 days from Client's receipt of such invoice. Client will be deemed to have accepted all invoices for which InSync does not receive timely notification of dispute and shall pay all undisputed amounts due under such invoices within the period set forth in these Terms or under any applicable Work Order. The Parties shall seek to resolve all such disputes expeditiously and in good faith, provided, however, that InSync reserves the right to treat unpaid amounts disputed invoices as a Payment Failure under Section 5.5 hereof during the pendency of the resolution of such dispute.

5.5. Late Payments. Client understands and agrees that time is of the essence with respect to payments hereunder, and therefore agrees that InSync shall have the following rights and remedies following any failure of Client to make timely payments of all amounts due hereunder (each such being a "**Payment Failure**" hereunder):

5.5.1. Client shall pay interest on all late payments, calculated daily and compounded monthly at the lesser of the rate of 2% per month or the highest rate permissible under applicable Law. Client shall also reimburse InSync for all costs incurred in collecting any late payments, including, without limitation, attorneys' and collection fees.

5.5.2. InSync reserves the right to cease providing Services and to restrict access to the Deliverables, including, without limitation, Client's website and hosting services, until all payments due are received.

5.5.3. In the event of any breach by Client that remains uncured for more than five days, Client shall be required to repay to InSync, upon demand, any discounts that have been applied under the applicable Work Order.

5.6. No Set Off or Refunds. Client shall have no right of set-off or counterclaim in respect of any claim, debt or obligation against any payment due to InSync under these Terms or any applicable Work Order. Payments referred to herein shall not be refundable under any circumstances, including but not limited to the termination of these Terms for any reason.

5.7. Automatic Renewal Notice and Cancellation For any Services provided on a recurring basis or with automatic renewal provisions, InSync shall comply with Colorado Revised Statutes § 6-1-732 as follows:

5.7.1. All automatic renewal terms shall be presented in a clear and conspicuous manner before the contract is executed, including the frequency of charges and the cancellation policy. Client's execution of a Work Order with automatic renewal provisions constitutes Client's express informed consent to such terms.

5.7.2. Renewal Notices: For Services with automatic renewal, InSync shall notify Client that the contract will automatically renew unless Client cancels: i) At least 25 but not more than 40 days before the first automatic renewal; and ii. At least 25 but not more than 40 days before each subsequent automatic renewal that extends the contract beyond any consecutive 12-month period.

5.7.3. Client may cancel any automatically renewing Service through email notification to InSync.

6. Addendums and General Terms.

6.1. Addendums. Depending on the nature of the Services ordered by Client, additional terms and conditions attached in Addendums hereto may apply to these Terms. Client understands and agrees that, in the event of any dispute over whether a particular addendum should apply to these Terms, InSync's determination of what addendums apply shall control. The following Addendums are attached hereto and are explicitly incorporated herein by this reference:

- Addendum A – Website Hosting.
- Addendum B – Regulated Industries.

In the event of a conflict between any Addendum and these Terms, the Addendum shall control to the extent the conflict relates to the topic of the Addendum, and these Terms shall otherwise control.

6.2. General Terms. In addition to the applicable above-described Addendums which may be applicable, each Work Order shall be subject to the following terms:

6.2.1. Definitions: the following terms shall have the following meanings:

- 6.2.1.1. **"AI" or "Artificial Intelligence"** means an engineered system that: (a) generates outputs, such as content, predictions, recommendations, or decisions for a given set of objectives; and (b) is designed to operate with varying levels of adaptability and autonomy using machine and human-based inputs.
- 6.2.1.2. **"AI-Assisted Content"** means any content, materials, data, copy, analysis, recommendations, or other Deliverables that are generated, drafted, enhanced, edited, or informed, in whole or in part, through the use of artificial intelligence technologies, including without limitation large language models ("LLMs") and systems built upon or utilizing LLMs, whether or not such content is subsequently reviewed, edited, or modified by a human.
- 6.2.1.3. **"Authorized User"** means a user whom Client has authorized to access and manage Client's online marketing.
- 6.2.1.4. **"Client Content"** means the text files, images, photos, videos, sounds, or other materials or works of authorship belonging to Client or Client's end users that Client causes to be stored within the Services, excluding Client Data.
- 6.2.1.5. **"Client Data"** means the information about Client or Client's Authorized Users which is required by InSync in order to provide the Services to Client.
- 6.2.1.6. **"Competitor"** means an individual or a company which is in the same exact niche as the Client and that is targeting the same/identical Keywords in the same/nearby geographic location(s).
- 6.2.1.7. **"Conversions"** are orders, leads, downloads, pageviews, sign ups, traffic, or other goals identified in this Addendum.

6.2.1.8. **“Conversion Rate”** means the percentage of visits which result in goal Conversions.

6.2.1.9. **“Keyword”** is a search term(s) which is used to retrieve information through Search Engines.

6.2.1.10. **“Link Building”** means the Search Engine Optimization technique which is used to get backlinks for a website.

6.2.1.11. **“SEO”** Search engine optimization is the process of improving the volume or quality of traffic to a website from Search Engines via “natural” or unpaid (“organic” or “algorithmic”) search results as opposed to Search Engine Marketing (SEM) which deals with paid inclusion.

6.2.1.12. **“AIO”** Artificial Intelligence Optimization refers to the strategic structuring of website content, data, and architecture so artificial intelligence systems can accurately interpret, trust, and reference the information.

6.2.1.13. **“GEO”** Generative Engine Optimization is the practice of optimizing content to increase the likelihood it is cited, summarized, or highlighted within AI-generated search results and conversational answers.

6.2.1.14. **“AEO”** Answer Engine Optimization is the focused form of optimization designed to structure content so it can be delivered as a clear, direct answer by AI assistants, voice search platforms, or featured snippets.

6.2.1.14.1. Within the context of InSync’s services, the terms SEO, AIO, GEO, and AEO may be used interchangeably to describe integrated efforts to improve visibility, discoverability, and representation across traditional search engines and AI-driven answer and discovery platforms.

6.2.1.15. **“Brand Mentions”** refer to instances where a business name is referenced across websites, content platforms, or data sources, contributing to credibility, authority, and the likelihood of being cited or referenced in AI-generated search results.

6.2.1.16. **“Website Accessibility”** means how accessible your web pages are to your visitors with any form of impairment.

6.3. Tracking. InSync, in InSync’s reasonable discretion, will use and implement tracking mechanisms via Google Analytics, Google Tag Manager, Google Search Console, and Meta Datasets that reasonably permit Client to track users linking from their marketing campaigns to the Client’s site or other online assets. InSync does not by default implement tracking mechanisms into any third party CRM.

6.4. Certifications; Licenses. Each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under these Terms.

6.5. Website Changes and Access.

6.5.1. Client shall not make any material changes of domain names, websites, technical setup, add any plugins, or change any other material information regarding the technical infrastructure which may affect the Services delivered by InSync without the prior consent of InSync.

6.5.2. Client shall not allow third-parties access to domains, websites, or back-end hosting, without (i) requiring such third-party to agree to the restrictions found in these Terms, and (ii) InSync's prior consent, which shall not be unreasonably withheld, conditioned, or delayed.

6.5.3. Client shall not remove InSync's access to the Website or hosting services during the Term and afterwards until InSync has been paid in full and the Services have been completed.

6.5.4. Client shall not permit any third-parties access to domain registrars, websites, back-end hosting, or any other technical infrastructure without (i) requiring such third-party to agree to the restrictions found in the Terms and associated addendums, to the extent applicable, and (ii) InSync's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

6.5.5. Client understands and agrees that Client's failure to consult with InSync prior to making website changes or granting third-party access may result in (i) diminished efficacy of the Services or Deliverables, (ii) delays in completion of Services or delivery of Deliverables, and (iii) other adverse effects. CLIENT HEREBY ACKNOWLEDGES THAT A BREACH OF THIS SECTION 6.5 IS A MATERIAL BREACH OF THIS AGREEMENT AND THEREFORE EXCUSES ANY NONPERFORMANCE OR BREACH BY INSYNC OF THE TERMS IN THIS WORK ORDER OR THE TERMS TO THE EXTENT SUCH NONPERFORMANCE OR BREACH IS DUE TO CHANGES MADE TO CLIENT'S WEBSITE WITHOUT INSYNC'S PRIOR APPROVAL IN ADDITION TO INSYNC'S OTHER RIGHTS AND REMEDIES SET FORTH HEREIN.

6.6. Additional Services. InSync shall use its reasonable efforts to provide additional Services as such are related to this Work Order at InSync's then current hourly rates. Notwithstanding the foregoing, InSync may, in InSync's sole discretion, require the execution of a subsequent Work Order or refuse to provide such Services due to constraints on resources, non-payment by Client, or for any other reason InSync deems sufficient in InSync's sole discretion.

6.7. Approvals. Unless otherwise set forth in a Work Order, all Services and Deliverables shall be deemed approved upon Client's written approval, publication, use, distribution, or other affirmative acceptance of the Services, or upon payment of the applicable invoice, whichever occurs first. Client acknowledges that approval constitutes acceptance of the Services as delivered at that time, and Client waives any right to later dispute, challenge, or object to such Services based on performance, quality, accuracy, or outcome.

6.8. Force Majeure Neither Party shall be liable for any failure or delay in performance under these Terms (other than payment obligations) due to circumstances beyond its reasonable control, including but not limited to: (a) Acts of God, natural disasters, epidemics, pandemics, or public health emergencies; (b) War, terrorism, civil unrest, or government actions; (c) Strikes, labor disputes, or supply chain disruptions not caused by the affected Party; (d) Cyber attacks, denial of service attacks, or malware affecting the affected Party's systems despite

reasonable security measures; (e) Material changes to third-party platforms; (f) Internet or telecommunications failures not caused by the affected Party; (g) Failure or unavailability of third-party services essential to performance. The affected Party shall notify the other Party promptly of the Force Majeure event and shall use commercially reasonable efforts to minimize the delay and resume performance. If the Force Majeure event continues for more than 30 days, either Party may terminate the affected Work Order upon written notice without penalty, with Client paying for Services rendered through the date of termination on a pro-rata basis.

7. Representations, Warranties, and Certain Covenants.

7.1. InSync represents, warrants, and covenants to Client that:

7.1.1. it shall materially comply with, and ensure that all InSync personnel and Third-Party Service Providers comply with, all reasonable specifications, rules, regulations, and policies of Client that are communicated to InSync in writing.

7.1.2. Upon payment in full of all amounts owed under the applicable Work Order, Client will receive good and valid title or license, as set forth in Section 4, to the associated Deliverables, free and clear of all encumbrances and liens of any kind;

7.1.3. to the knowledge of InSync, none of the Services, Deliverables, or client's use thereof infringe or will infringe any Intellectual Property of any third-party arising under the laws of the United States, and, as of the date hereof, there are no pending or, to InSync's knowledge, threatened claims, litigation, or other proceedings pending against InSync by any third-party based on an alleged violation of such Intellectual Property, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (i) any Client Materials or any instruction, information, designs, specifications, or other materials provided by Client to InSync, (ii) use of the Deliverables in combination with any materials or equipment not supplied or specified by InSync, if the infringement would have been avoided by the use of the Deliverables not so combined, and (iii) any modifications or changes made to the Deliverables by or on behalf of any person other than InSync. InSync's sole liability and Client's sole and exclusive remedy for InSync's breach of this Section 7.1.3 are InSync's obligations and Client's rights under Section 8.2;

7.1.4. NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 7, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, (B) **INSYNC EXPLICITLY DISCLAIMS ANY WARRANTY THAT SERVICES, INCLUDING SEO, AEO, AIO, GEO, SOCIAL MEDIA, AND PAID MEDIA, PROVIDED TO CLIENT UNDER THIS AGREEMENT WILL PROVIDE PREFERABLE PLACEMENT DUE TO THE RISKS OF ALGORITHMIC, PLATFORM, AND COMPETITOR CHANGES THAT MAY BE IMPLEMENTED BY SEARCH ENGINES, AI ENGINES, SOCIAL PLATFORMS, AND ADS PLATFORMS,** AND (C) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 7.

7.1.5. No Guarantee of Originality or Exclusivity: Client acknowledges that AI-Assisted Content may produce similar or identical outputs for other users. InSync takes measures to humanize AI content and make it unique from other content on the internet. However, due to the nature of AI content, InSync can not guarantee that Deliverables will be unique, exclusive, or original in all respects and for all time. Similarity to third-party content, standing alone, shall not constitute a breach of these Terms.

7.1.6. Third-Party Platform Actions. Client acknowledges that third-party platforms, services, and providers, including without limitation search engines, advertising platforms, social media platforms, hosting providers, analytics tools, and artificial intelligence platforms, operate independently of InSync and may suspend, restrict, terminate, or otherwise limit access to Client accounts, content, or services at any time. InSync shall have no liability for any losses, damages, downtime, performance impacts, or business interruption arising from or related to any such third-party actions, regardless of cause.

7.1.7. Third-Party Platform Volatility and Algorithmic Changes Client expressly acknowledges and agrees that: (a) Search engines (Google, Bing, etc.), social media platforms (Meta, LinkedIn, X, etc.), advertising platforms (Google Ads, Meta Ads, etc.), and AI-driven search and answer platforms are third-party entities that operate independently and make frequent, unannounced changes to their algorithms, policies, ranking factors, and features; (b) Such platform changes can materially affect the performance, visibility, cost, and effectiveness of marketing campaigns, SEO efforts, paid advertising, and content strategies without any fault or failure on InSync's part; (c) InSync has no control over, advance knowledge of, or ability to prevent such platform changes; (d) Results achieved prior to platform changes are not indicative of future results and do not create any guarantee or expectation of continued performance; (e) InSync's obligation is to adapt strategies and tactics in response to platform changes using commercially reasonable efforts and industry best practices, but InSync makes no warranty that such adaptations will fully restore prior performance levels; (f) Client waives any claims against InSync arising from performance impacts caused by third-party platform changes, policy updates, or algorithm modifications.

8. Indemnification.

8.1. Client Indemnification Obligations. Client shall defend, indemnify, and hold harmless InSync, and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**InSync Indemnified Parties**"), from and against any and all Losses arising out of or resulting from any third-party Claim or direct Claim alleging:

8.1.1. breach by Client or its personnel of any representation, warranty, covenant, or other obligations set forth in these Terms;

8.1.2. negligence or more culpable act or omission of Client or its personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under these Terms; and

8.1.3. that any Client Materials or Client Intellectual Property or InSync's receipt or use thereof in accordance with the terms of these Terms infringes any Intellectual Property of a third-party.

8.1.4. any claim, loss, liability, damage, penalty, fine, or expense arising out of or resulting from Client's use of, reliance upon, publication, modification, or distribution of any content or materials generated in whole or in part using artificial intelligence or machine learning technologies, including without limitation any claims alleging infringement, misrepresentation, inaccuracy, regulatory non-compliance, consumer protection violations, or harm caused by reliance on such content.

8.2. InSync Indemnification Obligations. InSync shall defend, indemnify, and hold harmless Client, and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Client Indemnified Party**"), from and against any and all Losses, arising out of or resulting from any third-party Claim alleging:

8.2.1. material breach by InSync or its personnel of any obligations set forth in these Terms; and

8.2.2. gross negligence or more culpable act or omission of InSync Indemnifying Party or its personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under these Terms.

8.3. Exceptions and Limitations on Indemnification.

8.3.1. Notwithstanding anything to the contrary in these Terms, neither Party is obligated to indemnify or defend the other Party or any of its Representatives against any Losses arising out of or resulting, in whole or in part, from the other Party's:

8.3.1.1. willful, reckless, or negligent acts or omissions; or

8.3.1.2. bad faith failure to comply with any of its material obligations set forth in these Terms.

8.3.2. Notwithstanding anything to the contrary in these Terms, InSync shall have no obligations to indemnify or defend Client or any of its Representatives against any Losses arising out of or resulting, in whole or in part, from infringement claims relating to:

8.3.2.1. any Deliverables or any instruction, information, designs, specifications, or other materials provided by Client in writing to InSync;

8.3.2.2. InSync's use of any Client Materials or Client Intellectual Property in combination with any materials or equipment not supplied to InSync or specified by Client in writing, if the infringement would have been avoided by the use of the Client Materials or Client Intellectual Property not so combined; or

8.3.2.3. any modifications or changes made to the Client Materials or Client Intellectual Property by or on behalf of any person other than Client or Client personnel.

8.4. Indemnification Procedures. A party seeking indemnification under this Section 8 (the "**Indemnified Party**") shall give the Party from whom indemnification is sought (the "**Indemnifying Party**"): (a) prompt notice of the relevant claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from

such failure; and (b) reasonable cooperation in the defense of such claim. The Indemnifying Party shall have the right to control the defense and settlement of any such claim; provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle or dispose of any claims in a manner that affects the Indemnified Party's rights or interest. The Indemnified Party shall have the right to participate in the defense at its own expense.

8.5. CLIENT'S EXCLUSIVE REMEDY. EXCEPT FOR THE EQUITABLE REMEDIES AVAILABLE TO THE PARTIES SET FORTH IN SECTION 12.8, THIS SECTION 8 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF INSYNC AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT FOR ANY DAMAGES COVERED BY THIS SECTION 8.

9. Limitation of Liability.

9.1. NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. IN NO EVENT WILL INSYNC BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. MAXIMUM LIABILITY. INSYNC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO INSYNC PURSUANT TO THIS AGREEMENT IN THE 3 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.3. Specific Limitations: InSync shall have no liability to Client or any third-party for:

9.3.1. fraudulent clicks by a third-party on any of the Client's accounts managed by InSync;

9.3.2. downtimes, interference in the form of hacking or viruses causing disruptions or interruptions, faulty Third-Party Materials, failure of Search Engines or websites on which a service is dependent to perform as expected, or failure of a third-party to deliver goods or services necessary for the completion of the Services or delivery of Deliverables;

9.3.3. any changes made without notice to InSync by the Client or a third-party employed by the Client to: domain names, websites, links, technical setup, or any other material information regarding the technical infrastructure affecting the Services or Deliverables to be delivered by InSync;

9.3.4. any removal of Client's access to the Website or any hosting services during the Term and afterwards by InSync permitted under these Terms or any access granted by the Client to third-parties to domain registrars, websites, back end hosting, or any other Services or Deliverables.

9.3.5. Services relating to Search Engine optimization, link building, advertisements, banners or sponsorships leading to a minimum number of views, position or frequency in searches on relevant words or otherwise. In addition, InSync shall not be liable for ensuring that such Services lead to a certain volume of traffic,

number of clicks, registrations, purchases or the like;

9.3.6. URLs dropped or excluded by a Search Engine for any reason;

9.3.7. failure of the Client to implement any portion of InSync's recommendations, such failure, whether in whole or in part, serving as a complete bar on recovery from InSync due to any lack of success experienced by the Client relating to the Services; or

9.3.8. any addition of plugins to websites by the Client without the prior written consent of InSync.

10. **Insurance.** During the Term, InSync shall, at its own expense, maintain and carry in full force and effect at commercial general liability with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

11. **Confidentiality.** From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs and services, confidential information and materials comprising or relating to Intellectual Property, trade secrets, third-party confidential information, and other sensitive or proprietary information, as well as the terms of these Terms, whether orally or in written, electronic or other form or media, if marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**").

Confidential Information does not include information that at the time of disclosure:

(a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 11 by the Receiving Party or any of its Representatives;

(b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information;

(c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party;

(d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or

(e) is required to be disclosed pursuant to applicable Law.

The Receiving Party shall, for three years from receipt of such Confidential Information:

(x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and

(z) not disclose any such Confidential Information to any person, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms.

The Receiving Party shall be responsible for any breach of this Section 11 caused by any of its Representatives. In the event the Parties have signed a separate non-disclosure agreement, confidentiality agreement, or other agreement regarding the treatment of Confidential Information, the more restrictive provisions of either agreement shall control.

12. Term; Termination.

12.1. Term. The term of these Terms commences on the Effective Date and continues until completion of the Services, unless it is earlier terminated in accordance with the terms of these Terms (the “**Term**”).

12.2. Termination for Cause.

12.2.1. Either Party may terminate these Terms, effective upon written Notice, to the other Party (the “**Defaulting Party**”) if the Defaulting Party:

- 12.2.1.1. materially breaches these Terms, and such breach is incapable of cure, or with respect to a material breach capable of cure (other than a Payment Failure, which is separately addressed in Section 12.2.2.) the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach;
- 12.2.1.2. becomes insolvent or is generally unable to pay its debts as they become due;
- 12.2.1.3. files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law;
- 12.2.1.4. makes or seeks to make a general assignment for the benefit of its creditors;
- 12.2.1.5. applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
- 12.2.1.6. is dissolved or liquidated; or
- 12.2.1.7. is unable to perform its obligations under these Terms (other than a Payment Failure) due to the occurrence of a Force Majeure Event that lasts for more than 30 days.

12.2.2. InSync may terminate these Terms, effective upon written Notice to Client if:

- 12.2.2.1. a Payment Failure by Client continues for 5 days after any payment becomes due; or
- 12.2.2.2. within any 12 month period, two or more Payment Failures occur.

12.3. Termination without Cause. Except as otherwise provided in an applicable Work Order, either Party may terminate these Terms or any Work Order on 90 days’ prior written Notice to the other Party. Client will reimburse InSync for all approved, non-cancellable expenses accrued by InSync to perform the Services.

12.4. Effect of Expiration or Termination.

12.4.1. Expiration or termination of these Terms will not affect any rights or obligations that:

12.4.1.1. are intended to survive the expiration or earlier termination of these Terms; and

12.4.1.2. were incurred by the Parties prior to such expiration or earlier termination.

12.4.2. Upon expiration or termination of these Terms, Client shall immediately pay any unpaid or past-due amounts outstanding to InSync.

12.4.3. Upon the expiration or termination of these Terms for any reason, each Party shall promptly:

12.4.3.1. destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information;

12.4.3.2. permanently erase all of the other Party's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery or information technology backup systems, which it shall destroy upon the normal expiration of its backup files;

12.4.4. Upon expiration or termination of these Terms and payment in full by Client, InSync shall:

12.4.4.1. promptly deliver to Client all Deliverables (whether complete or incomplete) for which Client has paid and all Client Materials;

12.4.4.2. provide reasonable cooperation and assistance to Client upon Client's written request and at Client's expense at a rate not to exceed \$350.00 per hour in transitioning the Services to an alternate service provider.

12.5. Reinstatement. Notwithstanding the termination of these Terms for any reason, the Term may be resumed, and the Terms shall return to force if the Parties execute new Work Order.

12.6. Access Removal. Upon termination or completion of Services, InSync may, as a courtesy and where reasonably practicable, remove its access from certain Client accounts, platforms, or systems and/or provide Client, upon written request, with a list of accounts and digital assets to which InSync reasonably believes it has had access in connection with the Services.

12.6.1. Client acknowledges and agrees that InSync does not guarantee the removal of its access from all Client-owned or controlled platforms, accounts, or systems, and that InSync has no obligation to verify or confirm that all such access has been removed. Client remains solely responsible for maintaining an accurate record of all access credentials, permissions, integrations, and authorized users and for ensuring that InSync is fully removed from all Client accounts and digital assets upon termination of the Services.

12.6.2. This responsibility includes, without limitation, access to websites, hosting environments, domains, plugins, pixels, datasets, analytics tools, advertising platforms, social media platforms, search engine tools,

and related accounts.

12.6.3. Client releases, discharges, and holds harmless InSync from any and all claims, losses, damages, liabilities, or causes of action arising out of or related to InSync's past, continued, or residual access to Client accounts or systems following termination of the Services. InSync shall have no liability for any damages, disruptions, or issues alleged to arise from account access or permissions following termination of the Services.

12.7. Annual Review and Rate Adjustments For Services provided on a continuous or retainer basis extending beyond one year, InSync may adjust its rates and fees annually upon 60 days' written notice to Client. Any rate adjustment shall not exceed 10% of the prior year's rates unless mutually agreed in writing. Client may terminate the ongoing Services upon 30 days' written notice if Client objects to the rate adjustment.

13. Miscellaneous.

13.1. Entire Agreement. This Terms, including the related schedules attached hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

13.2. Electronic Signatures and Records The Parties agree that electronic signatures or electronic acceptance of work orders shall have the same legal effect as handwritten signatures and paper records under the Uniform Electronic Transactions Act and Electronic Signatures in Global and National Commerce Act. Execution of these Terms or any Work Order by electronic signature or acceptance constitutes a valid and binding execution.

13.3. Survival. Subject to the limitations and other provisions of these Terms, any provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of these Terms for the period specified therein, or if nothing is specified for a period of 12 months after such expiration or termination. No lawsuit or other action based upon or arising in any way out of these Terms may be brought by either Party after the expiration of the applicable survival period; provided, however, that any claims asserted in good faith with reasonable specificity and in writing by Notice pursuant to Section 13.3 prior to the expiration of the applicable survival period are not thereafter barred by the expiration of the relevant period, and such claims survive until finally resolved.

13.4. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set for the below or otherwise designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

If to InSync:



<https://insync.media> • 970.901.5216 • info@insync.media

Laura Williams, CEO
118A N Cascade Ave.
Montrose, CO 81401
laura@insync.media
(970) 901-5216

with a copy to:

Principle Law
Nathan T. Lawrence, Esq.
600 17th Street, Suite 2800 South
Denver, CO, 80202
(720) 773-1007
nathan@principle.law

If to Client:

to the Client's contact information provided by Client to InSync, as may be updated from time to time.

- 13.5. **Severability.** If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify these Terms to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 13.6. **Amendment and Modification.** No amendment to or modification of or rescission, termination, or discharge of these Terms is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of these Terms and signed by an authorized representative of each Party.
- 13.7. **Waiver.** No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 13.8. **InSync Cumulative Remedies.** InSync's rights and remedies provided in these Terms are cumulative and not exclusive, and the exercise by InSync of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

- 13.9. Equitable Remedies. Each Party acknowledges and agrees that (a) a breach or threatened breach by such Party of any of its obligations under Section 11 would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Client of any such obligations, InSync shall, in addition to any and all other rights and remedies that may be available to InSync at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each Party agrees that such Party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 13.8.
- 13.10. Assignment. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under these Terms, without the prior written consent of the other party; provided, however, that either Party may assign these Terms to an Affiliate, a successor-in-interest by consolidation, merger, or operation of law or to a purchaser of all or substantially all of the Party's assets. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. These Terms shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 13.11. No Third-Party Beneficiaries.
- 13.11.1. Subject to Section 13.10.2., these Terms benefits solely the Parties to these Terms and their respective permitted successors and assigns and nothing in these Terms, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- 13.11.2. The parties hereby designate the Client Indemnified Parties and InSync Indemnified Parties as third-party beneficiaries of Section 8 of these Terms having the right to enforce Section 8.
- 13.11.3. Choice of Law. This Terms and all related documents including all exhibits and addendums attached hereto, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Colorado, United States of America without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.
- 13.11.4. Choice of Forum. Neither Party shall commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments, addendums, and appendices attached to these Terms and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Colorado sitting in Montrose County, and any appellate court thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to



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bring any such action, litigation, or proceeding only in the courts of the State of Colorado sitting in Montrose. A final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

- 13.11.5. Relationship of Parties. Nothing in these Terms creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. InSync is an independent contractor pursuant to these Terms. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third-party.