



# Clinton Regional Hospital

Clinton Regional Hospital

Clinton Ok

Reference: 20240424-083041531

Quote created: April 24, 2024

Quote expires: July 23, 2024

Quote created by: trisha anderson

"Account Manager"

trisha@highfivemedia.com

+14052466099

Comments from trisha anderson

Products & Services

Item & Description	Quantity	Unit Price	Total
<p data-bbox="180 247 602 275">Website - Advanced Down Payment</p> <p data-bbox="180 291 310 315">Build details:</p> <ul data-bbox="180 331 841 789" style="list-style-type: none"> <li data-bbox="180 331 423 357">- Up to 20 unique pages</li> <li data-bbox="180 369 391 394">- Initial website build</li> <li data-bbox="180 407 383 432">- SEO best practices</li> <li data-bbox="180 445 699 470">- Up to 8 hours of content writing during initial build</li> <li data-bbox="180 483 626 508">- Up to 22 hours of design during initial build</li> <li data-bbox="180 520 792 546">- Up to 3 rounds of revisions during proofing before going live</li> <li data-bbox="180 558 797 630">- Basic Photo Shoot (Up to 3 hours of onsite or in studio photo services, editing hours included at no additional fee)</li> <li data-bbox="180 642 521 667">- Unlimited available stock photos</li> <li data-bbox="180 680 719 705">- Website animation features available to the designer</li> <li data-bbox="180 718 841 789">- Formstack for uploaded content is available at \$25 additional per month per user.</li> </ul> <p data-bbox="180 844 315 867">Term Details:</p> <ul data-bbox="180 884 821 1062" style="list-style-type: none"> <li data-bbox="180 884 805 955">- Signing a redesign agreement extends the website's term for another 12 months</li> <li data-bbox="180 968 821 1039">- Photo shoot hours must be utilized within 3 months of website down payment</li> <li data-bbox="180 1052 456 1077">- See Terms and Conditions</li> </ul> <p data-bbox="180 1119 334 1142">Further details:</p> <ul data-bbox="180 1159 829 1379" style="list-style-type: none"> <li data-bbox="180 1159 829 1230">- Additional required design hours will be billed at standard High Five Media rate</li> <li data-bbox="180 1243 818 1314">- When requested custom photography, video, or coding will be billed at standard High Five Media rate</li> <li data-bbox="180 1327 753 1352">- Customer will provide domain and administrator access</li> <li data-bbox="180 1365 748 1390">- High Five Media does not host or set up email accounts</li> </ul> <p data-bbox="180 1434 347 1457">Timeline details:</p> <ul data-bbox="180 1474 841 1617" style="list-style-type: none"> <li data-bbox="180 1474 841 1545">- The average timeline for a High Five Media website is 11-13 weeks. Final timelines will be established during the onboarding process</li> <li data-bbox="180 1558 829 1629">- Delivery dependent upon the client's efficient cooperation with delivery of assets and proofing</li> </ul> <p data-bbox="180 1671 412 1694">Compensation Details:</p> <ul data-bbox="180 1711 846 1967" style="list-style-type: none"> <li data-bbox="180 1711 675 1736">- Down payment due on execution of agreement</li> <li data-bbox="180 1749 829 1936">- The website down payment does not exclusively cover the total production hours necessary to complete the initial build and launch of the website. The website down payment works in conjunction with the monthly fee to amortize the total production costs.</li> <li data-bbox="180 1948 846 1974">- Monthly installments begin the month after your down payment</li> </ul>	1	\$1,499.00	\$1,499.00

Item & Description	Quantity	Unit Price	Total
<p>Website - Basic</p> <p>Monthly Website Management includes:</p> <ul style="list-style-type: none"> <li>- Hosting service and maintenance</li> <li>- Monthly dashboard with website traffic analytics</li> <li>- Up to 2 hours monthly of website changes after launch. Website change turnaround time is determined on scale of request and can take between 2-10 business days. Advanced changes may require a custom timeline.</li> <li>- An annual High Five Media website refresh includes up to 6 hours of design or copy writing. Changes and refresh options will be made to the existing site.</li> <li>- A High Five Media website redesign requires a custom quote and will be built as a new working proof. This includes up to 6 hours of design or copy writing.</li> <li>- Additional redesign hours will be billed at the standard High Five Media rate</li> <li>- Website content edit access available upon request</li> </ul>	1	\$219.00 / month	\$219.00 / month for 1 year
<p>Term Details:</p> <ul style="list-style-type: none"> <li>- Signing a redesign agreement extends the website's term for another 12 months</li> <li>- See Terms and Conditions</li> </ul>			
<p>Further details:</p> <ul style="list-style-type: none"> <li>- Additional required design hours will be billed at standard High Five Media rate</li> <li>- When requested custom photography, video, or coding will be billed at standard High Five Media rate</li> <li>- Customer will provide domain and administrator access</li> <li>- High Five Media does not host or set up email accounts</li> <li>- Monthly change hours do not roll over and expire</li> </ul>			
<p>Timeline details:</p> <ul style="list-style-type: none"> <li>- The average timeline for a High Five Media website with efficient client cooperation is ~9 weeks. Typical turnaround timeline breakdown is as follows: Homepage proof turnaround is approx. 15 business days, secondary proof turnaround is approx. 10 business days from homepage approval, entire site proof turnaround is approx. 18 business days from secondary proof approval.</li> <li>- Delivery dependent upon the client's efficient cooperation with delivery of assets and proofing</li> <li>- An approved logo design is a prerequisite for the commencement of Phase 1 (Home Page) of website development if High Five Media is</li> </ul>			

12-14 wks.

Item & Description	Quantity	Unit Price	Total
contracted to create a website and logo.			
Compensation Details:			
- Down payment due on execution of agreement			
- The website down payment does not exclusively cover the total production hours necessary to complete the initial build and launch of the website. The website down payment works in conjunction with the monthly fee to amortize the total production costs.			
- Monthly installments begin the month after your down payment			
Photo Shoot Travel Travel Fee	1	\$54.00	\$54.00
Monthly subtotal			\$219.00
One-time subtotal			\$1,553.00
<b>Total</b>			<b>\$1,772.00</b>

**Purchase terms**

**Questions? Contact me**



trisha anderson  
 "Account Manager"  
 trisha@highfivemedia.com  
 +14052466099

High Five Media  
 14017 Quail Springs Pkwy  
 Oklahoma City, OK 73134  
 US

# BILLING SUMMARY



## ACCOUNT MANAGER PROFILE

Account Manager Name Trisha Anderson  
 Business Email trisha@highfivemedia.com

Business Phone 405-246-6099

## CLIENT PROFILE

New Client  Existing Client  Please Change Address

Date Provided to Client 4/24/24  
 Company Name Clinton Regional Hospital  
 Contact Name Cris Hickerson, RPh DPH  
 Company Address 100 N. 30th. St.  
 City Clinton State ok Zip 73601

Business Email cris.hickerson@crhaok.com  
 Invoice Email stefanie.bustos@crhaok.com  
 Business Phone 580.547.5128  
 Cell Phone \_\_\_\_\_  
 Website URL TBD

ACTION		H5 SERVICE		MEDIA BUY / PRINTING		QUANTITY	PRICE
Add		Website - Advanced - Downpayment				1	\$ 1,499.00
PAYMENT DUE AT SIGNING	OT/RC	PAYMENT TYPE	3.5% CC FEE	8.63% SALES TAX	FIRST RC INVOICE DATE	FINAL RC INVOICE DATE	
\$ 1,499.00	One Time	◆	<input type="checkbox"/>	<input type="checkbox"/>			

ACTION		H5 SERVICE		MEDIA BUY / PRINTING		QUANTITY	PRICE
Add		Website - Basic - Monthly Fee				1	\$ 219.00
PAYMENT DUE AT SIGNING	OT/RC	PAYMENT TYPE	3.5% CC FEE	8.63% SALES TAX	FIRST RC INVOICE DATE	FINAL RC INVOICE DATE	
	Recurring Payment	◆	<input type="checkbox"/>	<input type="checkbox"/>	6/20/24		

ACTION		H5 SERVICE		MEDIA BUY / PRINTING		QUANTITY	PRICE
Add		Photography - Basic				1	\$ 0.00
PAYMENT DUE AT SIGNING	OT/RC	PAYMENT TYPE	3.5% CC FEE	8.63% SALES TAX	FIRST RC INVOICE DATE	FINAL RC INVOICE DATE	
	◆	◆	<input type="checkbox"/>	<input type="checkbox"/>			

ACTION		H5 SERVICE		MEDIA BUY / PRINTING		QUANTITY	PRICE
Add		Other (See Notes)				1	\$ 54.00
PAYMENT DUE AT SIGNING	OT/RC	PAYMENT TYPE	3.5% CC FEE	8.63% SALES TAX	FIRST RC INVOICE DATE	FINAL RC INVOICE DATE	
	One Time	◆	<input type="checkbox"/>	<input type="checkbox"/>			

ACTION		H5 SERVICE		MEDIA BUY / PRINTING		QUANTITY	PRICE
◆		◆		◆			
PAYMENT DUE AT SIGNING	OT/RC	PAYMENT TYPE	3.5% CC FEE	8.63% SALES TAX	FIRST RC INVOICE DATE	FINAL RC INVOICE DATE	
	◆	◆	<input type="checkbox"/>	<input type="checkbox"/>			

# BILLING SUMMARY



Company Name Clinton Regional Hospital

Date Provided to Client 4/24/24

ACTION		H5 SERVICE		MEDIA BUY / PRINTING		QUANTITY	PRICE
◆		◆		◆			
PAYMENT DUE AT SIGNING	OT/RC	PAYMENT TYPE	3.5% CC FEE	8.63% SALES TAX	FIRST RC INVOICE DATE	FINAL RC INVOICE DATE	
	◆	◆	<input type="checkbox"/>	<input type="checkbox"/>			

ACTION		H5 SERVICE		MEDIA BUY / PRINTING		QUANTITY	PRICE
◆		◆		◆			
PAYMENT DUE AT SIGNING	OT/RC	PAYMENT TYPE	3.5% CC FEE	8.63% SALES TAX	FIRST RC INVOICE DATE	FINAL RC INVOICE DATE	
	◆	◆	<input type="checkbox"/>	<input type="checkbox"/>			

ACTION		H5 SERVICE		MEDIA BUY / PRINTING		QUANTITY	PRICE
◆		◆		◆			
PAYMENT DUE AT SIGNING	OT/RC	PAYMENT TYPE	3.5% CC FEE	8.63% SALES TAX	FIRST RC INVOICE DATE	FINAL RC INVOICE DATE	
	◆	◆	<input type="checkbox"/>	<input type="checkbox"/>			

ACTION		H5 SERVICE		MEDIA BUY / PRINTING		QUANTITY	PRICE
◆		◆		◆			
PAYMENT DUE AT SIGNING	OT/RC	PAYMENT TYPE	3.5% CC FEE	8.63% SALES TAX	FIRST RC INVOICE DATE	FINAL RC INVOICE DATE	
	◆	◆	<input type="checkbox"/>	<input type="checkbox"/>			

ACTION		H5 SERVICE		MEDIA BUY / PRINTING		QUANTITY	PRICE
◆		◆		◆			
PAYMENT DUE AT SIGNING	OT/RC	PAYMENT TYPE	3.5% CC FEE	8.63% SALES TAX	FIRST RC INVOICE DATE	FINAL RC INVOICE DATE	
	◆	◆	<input type="checkbox"/>	<input type="checkbox"/>			

**NOTES:** Extra Travel Fee- 80 miles is within our radius and the charge for over is \$.54 miles over. With 180 total miles we are charging for the 80 miles difference. Total for this \$54.00.  
With the advanced package up to 3 hours of photography 0 00

By checking this box, you agree to High Five Media's Terms and Conditions and Scope of Work.

**PAYMENT(S)**

Payment to Initiate Services \$ 1,553.00  
 Initial Invoice Amount \$ 1,553.00 Date 4/24/24  
 Recurring Invoice Amount \$ 219.00 Date 6/20/24  
 Deposit Invoice Payment Method ◆  
 RC Payment Method ◆

AM Signature \_\_\_\_\_  
 AM Print Name Trisha Anderson  
 Client Signature \_\_\_\_\_  
 Client Print Name \_\_\_\_\_  
 Date Signed \_\_\_\_\_

# Website



Website Packages	Basic	Advanced MOST POPULAR	Platinum	Custom
Down Payment	\$899	\$1,499	\$2,199	Custom
Monthly	\$219/month	\$329/month	\$439/month	Custom
Design Hours	Up to 12	Up to 22	Up to 40	Custom
Content Hours	Up to 5	Up to 8	Up to 12	Custom
Photo Hours		Up to 3	Up to 5	Custom
Page Count	Up to 10	Up to 10-25	Up to 25-40	Custom
Website Changes	Up to 2 hrs/month	Up to 3 hrs/month	Up to 4 hrs/month	Custom
Round of Revisions	Up to 3	Up to 3	Up to 3	Custom
Website Refresh	Up to 6 hrs/year	Up to 6 hrs/year	Up to 8 hrs/year	Custom
Website Hosting	✓	✓	✓	✓
Mobile Optimization	✓	✓	✓	✓
Sitemap	✓	✓	✓	✓
Analytics & Retargeting Pixel	✓	✓	✓	✓
SEO Best Practices	✓	✓	✓	✓
Stock Images	✓	✓	✓	✓
ADA Compliant	✓	✓	✓	✓
SSL & Security	✓	✓	✓	✓
30 Min Content Planning Call		✓	✓	✓
Photo Shoot		✓	✓	✓
Review Feed		✓	✓	✓
Heatmap & Session Recording			✓	✓
Interactive Design & Animation			✓	✓
Login Credential Features				✓

SEO  
Research  
Engine  
Optimize

# Add-On Rates



Additional Add-Ons	Deposit	Monthly
Additional Pages	\$199/page	
Custom Coding	\$129/hour	
Additional Content Hours	\$149/hour	
Additional Design Hours	\$149/hour	
<b>SEO Packages</b>		Starting at \$399/month
SEM		Starting at \$600/month
Chat Functionality	\$199	Starting at \$49/month
Call Tracking	\$199/page	\$25/month per number
Domain Support	\$129/hour	
Heatmaps/Session Recording	\$50/page	
Login Credentials Features	Custom	Custom
Photo Motion	\$899	
HIPAA Compliant Forms		\$25/month
Language Translator		\$69/month
Formstack User Access		\$25/month per user



## TERMS AND CONDITIONS TO THE HIGH FIVE MEDIA AGREEMENT

### 1. Services

High Five Media Group, LLC (hereafter "Agency") will publish Print Products, Digital Services, and provide Marketing Services for the Client as described within the Scope of Work and Billing Summary, hereafter "Agreement", and in accordance with the terms and conditions contained herein. In the performance of its services hereunder, Agency is authorized to act as Client's agent in purchasing materials and services required to produce advertising products/services on Client's behalf.

Regarding the specific Agency service of Media Buying, if the Client has established credit worthiness with the media outlet from which Agency will be placing a media buy, Agency will enter into a contract with the media outlet, based upon the limit of the Client's credit worthiness, and Agency will bill Client directly. If the Client does not have established credit worthiness with the media outlet Client will be asked to complete a media outlet credit application. Upon the media outlet's establishment of the Client's credit worthiness the Agency will then enter into a contract with the media outlet based upon the limits of Client's credit worthiness and Agency will bill the Client directly. In the event that the Client does not secure credit worthiness with the media outlet the Client must pre-pay for any media buys before they are contracted by Agency. Client understands and authorizes the practice in which Agency receives commission through media outlet or markup, for placing Client's Media Buys.

Agency reserves the right to assign certain subcontractors to support fulfillment of the Agreement to ensure the right fit for the job as well as on-time completion.

### 2. Client Cooperation

Client agrees to reasonably cooperate with Agency in the performance of the services, to include, as applicable, making available necessary personnel, providing timely answers to questions, and reviewing materials, plans and deliverables in a timely manner. Client hereby acknowledges that any delivery dates stated on the applicable Agreement shall be deemed estimates only, and that Agency shall not be responsible for any delays or other consequences that are not the direct result of Agency's own negligent acts, including not responsible for vendor delays, nor for delays that are caused in part because Client fails to perform any of its obligations under the Agreement, in which case Agency reserves the right to reasonably extend the delivery schedule and/or assess reasonable additional charges to the extent necessary.

### 3. Client Communication and Opt-Out

Client agrees to opt-in to receive text messages and emails from High Five Media to be used while providing services under this Agreement. High Five Media is not responsible for any delays or disruptions in service caused by issues related to the Client's mobile phone carrier, email service provider, or equipment. Client has the right to opt-out of receiving text messages at any time by replying "STOP" to any message or email received. Standard message and data rates may apply. Client acknowledges that opting out of text messages may delay or hinder the completion of certain services.

### 4. No Obligation to Provider, Client Cancellation.

Agency reserves the right to reject the entire Agreement at any time within fifteen (15) business days of receipt of the signed Agreement in its offices in Oklahoma City, OK upon written notice to Client (email or certified mail) at the Client address/email listed on the Billing Summary. Agency agrees to refund Client payments made prior to Agency's rejection of the Agreement within the fifteen (15) business day Agency cancellation period; provided that Client shall pay for the cost of any services or products performed prior to the Agency's rejection of the Agreement. Client may cancel this Agreement upon written notice to Agency (email or certified mail) received in its Oklahoma City, OK office prior to the fifth (5th) business day after the Agreement was executed; provided that Client shall pay for the cost of any services or products performed prior to the Client's cancellation of the Agreement. Agency also reserves the right to reject any client request to use/create/order work product that Agency deems in its sole discretion to be objectionable.

### 5. Term of Agreement; AUTOMATIC RENEWAL

With respect to Print Products and Marketing Services, the term of these products/services is equal to the term listed on the Agreement. With respect to Digital Services, the initial term is equal to the term listed on the Agreement. The specific Digital Service offerings of a Website Activation or Website Redesign each require a twelve (12) month minimum term while Social Media Marketing, Social Media Activity, SEM and SEO all require a six (6) month minimum term. **A Website Landing Page is excluded from a minimum term requirement and is non transferrable upon cancellation but is subject to automatic monthly renewal.** Following the minimum term, the Client understands that all Agency products/services contracted will continue in full force and effect following its minimum term on an automatic monthly

renewal basis with the same terms and conditions as set forth in the Agreement. Media Buys (excluding Outdoor Media) are not subject to Automatic Renewal. Any cancellations under this section 4 by the Client require confirmed receipt (email or certified mail) by Agency **thirty (30)** days prior to the cancellation being effective. If there is any conflict with the term stated in this section 4 and the attached Agreement the term described herein section 4 shall control.

The term of this Agreement will commence upon the Client's oral order or signature execution of said Agreement and will continue in full force and effect until terminated by either party upon written notice of such intention provided **thirty (30)** days in advance. Notwithstanding anything contained herein to the contrary, this Agreement may not be terminated prior to the minimum length of term for each product, service or project as detailed within each Agreement and the terms herein. The **thirty**-day period of notice is referred to herein as the "Notice Period."

#### **6. Website Cancellation and Transferability**

Upon full payment of the minimum twelve (12) month Website Activation term or Website Redesign term, as per outlined in Section 4, and with Sixty (60) days' written notice (email or certified mail) Client may CANCEL Website Services. If the Client chooses to CANCEL their Website Service prior to completion of the twelve (12) month minimum Website Activation or Website Redesign term, the Client is responsible to compensate the Agency for the remainder of the unpaid twelve (12) month balance prior to CANCELLATION being effective. Upon CANCELLATION the Client forfeits all rights to the use of any content created by Agency during the build, redesign, or ongoing maintenance of the Client Website. Content created by Agency could include, but is not limited to, written words, headlines, graphic images, marks, icons, color schemes, additional code, sound, video or photo and all material (in any form) which is licensed through Agency or third-party vendors. **A Website Landing Page is excluded from a minimum term requirement and is non transferrable upon cancellation.**

Upon full payment of the minimum twelve (12) month Website Activation or Website Redesign term, as per outlined in Section 4, and with Sixty (60) days' written notice (email or certified mail) Client may request TRANSFER OF OWNERSHIP of Client Website from Agency to Client. A Transfer Fee will also be charged. The Transfer Fee will be the sum of the Client's most current twelve (12) monthly Website billings plus the Client's most recent Website Activation fee. Agency will TRANSFER OWNERSHIP of Client's Website content and the available usage rights, pursuant to sections 9 & 11 of this Agreement, subject to any rights held on material (in any form) which is licensed through Agency or third-party vendors. Upon the Website TRANSFER OF OWNERSHIP from Agency to Client certain website elements for which the Agency holds licenses will terminate. Concurrently the Client assumes full responsibility to secure the necessary authorizations for usage of any third-party licensed or copyright elements present on Client website which Client chooses to retain.

#### **7. Financial Arrangements**

The summary of products/services/projects to be provided to the Client is detailed on the Agreement(s) and outlines commitments for products/services/projects, including new products added outside of the initial Agreement to be delivered to Client, and the compensation to be paid to Agency, as agreed upon by the Agency and Client. If any conflicts arise between original Agreement and additional Agreements, the most chronologically current applicable Agreement shall control all matters including pricing, scope of services delivered (whether added or removed) as well as Terms and Conditions.

Client's authorized agent may, during the progress of any work hereunder, by written or oral order to Agency, require additions, modifications, cancellations, or suspensions of such assigned work. Upon receipt of such instructions from Client, Agency shall notify Client of estimated additional costs or restrictions pursuant cancellation/addition requirements contained in other sections of this Agreement, and then take actions necessary to implement the Client's requests. Client agrees to compensate the Agency and hold Agency harmless with respect to any costs incurred by Client as a result thereof.

#### **8. Billing and Payment Procedures**

Client agrees to pay Agency payments due as listed in this Agreement, when due and payable, without notice through the full term as detailed on the terms of this Agreement. Client invoices are considered Due Upon Receipt unless otherwise stated on the invoice. If Client's full payments are not received within 30 days of invoice due date, High Five reserves the right to initiate collection procedures. Payments not received within 30 days of invoice due date may be subject to a 1.75% monthly finance charge.

At any time on the request of either party and, in any event, prior to the contracted full term of a product or service outlined in this Agreement, the parties may discuss adjustments to the products or services to be provided and the compensation payable to Agency. However, until the parties mutually agree on such revised terms in writing, the then-current services and compensation shall remain in effect.

Should Client request materials or other deliverables to be completed on a rush basis, an additional fee for rush services shall apply. The rush fee shall be as described and agreed upon by both parties in advance verbally or on an Agreement. Agency encourages Client to review each Client invoice. Agency also encourages Client to review work as it is provided, because Client input is vital for Agency's ability to develop the best programs on Client's behalf. Please contact the Agency's Accounting Manager with any concerns regarding Agency billing upon receipt of the invoice. If Agency does not hear from Client in writing (email or certified mail) within 30 days after receipt of invoice, Client agrees that the invoice as received is correct and payable in full.

In the event that a late or partial payment is made by Client, Agency will apply said payments first to clear balances charged for Agency products, services, and interest accrued. After the balances due for Agency products, services and interest accrued are cleared, the remaining funds will be applied to balances due for Media Buys or Third-Party vendors.

## **9. Indemnities**

Because of Client's intimate familiarity with its business and the fact that Agency serves as Client's agent, Agency cannot undertake to verify all the details supplied to Agency by Client. Because of this, Client agree to indemnify, defend and hold harmless Agency and its employees, officers, directors, shareholders and agents from and against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, incurred as the result of any claim, suit or proceeding brought or threatened arising out of (i) the nature or use of Client's products or services; (ii) any assertions Agency may make on Client's behalf, including assertions about Client's company, products or services or about Client's competitors and any of Competitor's products or services, in any materials Agency may prepare for Client, if the assertions are based on information, representation, reports, data or releases supplied to Agency by or through Client, or which Client approves; or (iii) risks or assertions which Agency brings to Client's attention where Client elects to proceed; or (iv) infringement or claims of infringement arising out of Agency's adherence to Client's instructions (excluding claims covered under Agency's indemnity below).

Likewise, Agency will indemnify, defend and hold harmless Client and its employees, officers, directors, shareholders and agents against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, incurred as the result of any claim, suit or proceeding brought or threatened against Client based upon or arising out of any work product furnished by Agency to Client and used by Client without alteration pertaining to libel, slander, defamation, copyright infringement, invasion of privacy and/or plagiarism, except to the extent that such claims arise from information or materials supplied by or through Client or to the extent such costs/claims are covered by Client's insurance coverage.

In the event that Agency is called upon to respond to or assist Client in connection with litigation commenced or threatened against Client by third parties (e.g. complying with a document subpoena). Agency will be entitled to fees for staff hourly charges and reimbursement for out-of-pocket expenses for services rendered to Client, or time spent by Agency in connection with such matters.

After Agency has issued material to the press or to another third party, its use is no longer under Agency's control. Agency cannot ensure the use of materials by any media, nor that any information published will accurately convey the information provided by Agency.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS OR LOSS OF DATA, EVEN IF PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Agency's total aggregate liability for any claim of any kind arising as a result of or related to this Agreement, whether based in contract, warranty or any other legal or equitable grounds, shall be limited to the amounts received by Agency from Client for the particular product(s)/service(s)/ projects(s) which form(s) the basis for such claim. Client waives all rights against Agency for any damages to the extent covered by insurance maintained by the Client.

**NOTIFICATION OF CLAIMS.** A party entitled to be indemnified pursuant to this section 8, shall provide prompt written notice to the party liable for such indemnification (the "Indemnifying Party") of any claim or demand which the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement. 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 asserted against the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any such claim or demand, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party in any such defense. The Indemnified Party may settle or compromise such claim or demand. The Indemnified Party shall make available to the Indemnifying Party or its agents all records and other materials in the Indemnified Party's possession reasonably required by it for use in contesting any third-party claim or demand.

## **10. Ownership and New Mark Legal Clearance**

Agency acknowledges and agrees that, upon full payment of all sums due to Agency under this Agreement, and pursuant to section 5 (Website Cancellation and Transfer Policies) of these Terms and Conditions, subject to any third-party rights for licensed materials incorporated therein, all slogans, artwork, written materials, drawings, photographs, graphic materials, websites, apps, video, film, music, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively the "Work Product"), developed or prepared by Agency or its employees, agents, contractors, or subcontractors under this Agreement shall be deemed "works made for hire" and shall, between Client and Agency, be Client's exclusive property, subject to any third party rights, restrictions or obligations, and become the property of the Client, provided: (i) such Work Product is accepted by the Client and such acceptance is further reflected by placement/use of such work product; and (ii) Client pays all fees and costs associated with creating, and, where applicable, producing such Work Product for the full Term as required by the Agreement; and (iii) with particular respect to Client's future usage of Website content following a Client requested Website Cancellation or Transfer, Client will only have usage rights to the Website Content created by Agency pursuant section 5 (Website Cancellation and Transfer Policies) upon a Client Website Transfer request and Transfer payments. Subject only to the three aforesaid Conditions and the Terms and Conditions of this Agreement, all title and interest to Work Product shall vest in Client as "works made-for-hire" within the meaning of the United States Copyright Act.

When Agency creates, develops, or otherwise provides New Marks to Client in the form of taglines, slogans, icons, logos, sound or visual designs, product/ brand names, or other materials (collectively "New Marks") for Client's use in connection with work or material created by Agency, Agency may perform a preliminary search for established use of such New Marks. Agency's review of any such searches is intended only to provide preliminary guidance on proposed New Marks for Client's consideration, not as legal clearance of any New Marks. Within reason, Client will be granted an opportunity to conduct a Client initiated review to confirm legal clearance prior to paying Agency for New Marks. Client assumes full responsibility for the ultimate clearance and use of any New Marks. If Client approves the use of New Marks, Agency shall have no indemnification obligation or other liability with respect to the approval and use of New Marks.

## **11. Safeguarding of Property**

Agency will take reasonable precautions to safeguard Client's property entrusted to Agency's custody or control, but in the absence of negligence on Agency's part or willful disregard by Agency for Client's property rights, Agency will not be responsible for any loss, damage, destruction, or unauthorized use by others of any such property. Materials provided to Agency shall be maintained for an Agency determined useful period, but no longer than two years and, thereafter, either returned to Client or discarded, as Client directs in writing. If Client prefers to adopt a different practice regarding material retention, please request in writing to Agency.

## **12. Termination of Agreement**

In addition to the termination rights contained in sections 4 & 5, either party may terminate this Agreement if (i) the other party is in breach or default of any material term of this Agreement, and said breach or default continues un-remedied for a period of thirty (30) days after such party's receipt of written notice specifying the grounds of such breach or default; (ii) a petition under any bankruptcy law is filed by or against the other party, (iii) the other party executes an assignment for the benefit of creditors, (iv) a receiver is appointed for the other party's assets or (v) the other party becomes insolvent or takes advantage of any insolvency or any similar statute. The rights, duties, and responsibilities of the Agency will continue in full force during the Notice Period, including the ordering and billing of advertising media whose published closing dates fall within such Notice Period.

## **13. Rights upon Termination**

Upon termination of this Agreement, Agency will make available to Client, or Client's representative, all Work Product in Agency possession or control belonging to Client subject to the terms and conditions contained in sections 5, 7 & 9 hereof and any rights of third parties. Agency also agrees to give all reasonable cooperation toward transferring to Client or Client's designee, with approval of third parties in interest, all pending arrangements with advertising media or others for advertising space, facilities, and talent, and other materials yet to be used, upon the Client duly releasing Agency from the obligation thereof. Client recognizes that talent contracts with members of certain labor unions or guilds generally cannot be assigned except to signatories to the collective bargaining agreements governing the services rendered by such talent. All contracts and obligations entered into by the Agency on behalf of the Client prior to the termination of this Agreement shall remain commissionable to the Agency following the termination for the obligation's full term as entered into by the Agency. Notwithstanding the foregoing, it is understood by the parties that Agency may keep archival copies of Work Product for historical purposes and sample use.

## **14. Dispute Resolution**

In the event of a dispute between Agency and Client arising from this Agreement, the dispute will be settled or resolved by confidential arbitration in Oklahoma City, Oklahoma. The parties will mutually determine who the arbitrator will be from a list of arbitrators obtained from the American Arbitration Association (AAA) offices located in Oklahoma City, Oklahoma. If the parties are unable to agree on the

arbitrator, the arbitrator will be selected by the AAA. In rendering an award, the arbitrator will not have authority to award damages in excess or other than the types allowed in this Agreement or further Agreements. The arbitrator's award shall be final, binding, and conclusive upon the parties, and the judgement rendered thereon may be entered in any court having jurisdiction thereof.

#### **15. Governing Law, Jurisdiction, and Venue**

The Laws of the State of Oklahoma shall govern this Agreement, and each party submits to the jurisdiction of any state or federal court located in Oklahoma County, Oklahoma. This Agreement will bind and inure to the benefit of the respective successors and assigns of the parties and expresses the entire agreement.

#### **16. Successors and Assigns; Entire Agreement; Authority**

Client acknowledges having entered into the Agreement without relying upon any promises, statement, estimate, representations, warranties, conditions, or other inducements, expressed, implied, oral or written, not specifically set forth herein. The Agreement contains the entire understanding between parties and shall bind the parties and their respective successors and assigns. Client may not assign its rights hereunder without the prior written consent of Agency, and no such assignment shall relieve Client of its liability hereunder. The individual signing this Agreement on behalf of Client represents and warrants that he or she is authorized to sign as an owner, officer, partner, or employee of Client and that he or she is empowered to bind Client to the Terms and Conditions contained herein. This Agreement will bind and inure to the benefit of the respective successors and assigns of the parties and expresses the entire agreement. This Agreement may be assigned by Agency to any affiliate of Agency or any party or entity with whom Agency may merge or consolidate or to whom Agency may sell its assets.

#### **17. Additional Documents**

Agency agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

#### **18. No Third-Party Beneficiaries**

This Agreement is made solely and specifically among and for the benefit of the parties hereto and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

#### **19. Paragraph Headings and Captions**

Paragraph headings and captions contained in this Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend the scope or intent of this Agreement or any provision thereof.

#### **20. Severability**

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or determined to be invalid under any such law, such provision shall be limited to the minimum extent necessary to render the same valid or shall be excised from this Agreement, as the circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be, and enforced to the maximum extent permitted by law.

#### **21. Force Majeure**

Agency shall not be liable for any failure, inability, or delay in performing hereunder as a result of any cause beyond their reasonable control including, without limitation, an Act of God, war, strike, fire, health crisis or significant business interruption

#### **22. Compliance with Laws**

Both parties will comply with the provisions of all federal, state, and local laws, ordinances, and regulations applicable to the performance of their obligations under this Agreement.

#### **23. Independent Contractors, No Partnership**

Except only as otherwise specifically provided herein and necessary in connection with Agency's services provided hereunder, the parties are independent contractors, and nothing herein contained shall be construed as creating any relationship of employer/employee, partnership, agency, joint venture, or otherwise between the parties.

#### **24. No Exclusivity or Guarantee**

Client understands that Agency is not offering product, service or industry exclusivity to Client and Agency may provide services to other

businesses offering similar products or services. Additionally, Agency will perform its services in a commercially reasonable manner, but no specific result or impact on the Client's business is guaranteed.

**25. Employee Non-Solicitation**

During the term in which Agency provides products/services to Client, and for a period of twelve (12) months after the termination of said products/ services, Client agrees not to recruit nor enter into a pay for services arrangement with any of Agency's employees without written approval of Agency.

**26. Confidentiality**

Each party to this Agreement agrees to keep in confidence and not to disclose or use for its own benefit or for the benefit of any third party (except as may be required for the performance of services under this letter or as may be required by law) any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential, provided, however, that such obligation of confidentiality shall not extend to any information, documents or materials that become publicly available without breach of this covenant and provided further that such obligations shall expire upon the sixth (6) month after the effective date of termination of this Agreement.

Website Packages	Basic	Advanced <small>MOST POPULAR</small>	Platinum	Custom
Down Payment	\$899	\$1,499	\$2,199	Custom
Monthly	\$219/month	\$329/month	\$439/month	Custom
Design Hours	Up to 12	Up to 22	Up to 40	Custom
Content Hours	Up to 5	Up to 8	Up to 12	Custom
Photo Hours		Up to 3	Up to 5	Custom
Page Count	Up to 10	Up to 10-25	Up to 25-40	Custom
Website Changes	Up to 2 hrs/month	Up to 3 hrs/month	Up to 4 hrs/month	Custom
Round of Revisions	Up to 3	Up to 3	Up to 3	Custom
Website Refresh	Up to 6 hrs/year	Up to 6 hrs/year	Up to 8 hrs/year	Custom
Website Hosting	✓	✓	✓	✓
Mobile Optimization	✓	✓	✓	✓
Sitemap	✓	✓	✓	✓
Analytics & Retargeting Pixel	✓	✓	✓	✓
SEO Best Practices	✓	✓	✓	✓
Stock Images	✓	✓	✓	✓
ADA Compliant	✓	✓	✓	✓
SSL & Security	✓	✓	✓	✓
30 Min Content Planning Call		✓	✓	✓
Photo Shoot		✓	✓	✓
Review Feed		✓	✓	✓
Heatmap & Session Recording			✓	✓
Interactive Design & Animation			✓	✓
Login Credential Features				✓

*SEO  
Search  
Engine  
Optimizer*

# Add-On Rates



<b>Additional Add-Ons</b>	<b>Deposit</b>	<b>Monthly</b>
<b>Additional Pages</b>	\$199/page	
<b>Custom Coding</b>	\$129/hour	
<b>Additional Content Hours</b>	\$149/hour	
<b>Additional Design Hours</b>	\$149/hour	
<b>SEO Packages</b>		Starting at \$399/month
<b>SEM</b>		Starting at \$600/month
<b>Chat Functionality</b>	\$199	Starting at \$49/month
<b>Call Tracking</b>	\$199/page	\$25/month per number
<b>Domain Support</b>	\$129/hour	
<b>Heatmaps/Session Recording</b>	\$50/page	
<b>Login Credentials Features</b>	Custom	Custom
<b>Photo Motion</b>	\$899	
<b>HIPAA Compliant Forms</b>		\$25/month
<b>Language Translator</b>		\$69/month
<b>Formstack User Access</b>		\$25/month per user



# eCommerce Website Rates



eCommerce Add-On	A	B	C	D	Custom
Down Payment	\$1,000	\$1,500	\$2,000	\$2,500	Custom
Monthly	\$109/month	\$139/month	\$175/month	\$219/month	Custom
Development Hours	Up to 8	Up to 15	Up to 23	Up to 30	Custom
Content Hours	Up to 2	Up to 3	Up to 4	Up to 5	Custom
SKU Count	Up to 25	Up to 50	Up to 75	Up to 100	Custom
Initial Platform Training	✓	✓	✓	✓	Custom
Tax Configuration	✓	✓	✓	✓	Custom
Shipping Configuration	✓	✓	✓	✓	Custom
eCommerce App Installs	Custom	Custom	Custom	Custom	Custom
Strategy Meeting/Call	✓	✓	✓	✓	
eCommerce Support & Maintenance Hours	Up to 1	Up to 1	Up to 2	Up to 2	Custom