



On-Demand Marketing Subscription *Statement of Work & Terms of Engagement Agreement*

This Statement of Work & Terms of Engagement Agreement (herein referred to as 'Agreement') is hereby entered into by and between Light Alive Marketing (herein referred to as 'Contractor') and the undersigned (herein referred to as 'Client'), collectively referred to herein as "Parties" or "the Parties". The Parties understand and voluntarily agree to the Terms of this Agreement as outlined forthwith.

1. Summary of Service Offering

Light Alive Marketing has developed a vehicle for new and existing Clients to engage their professional marketing team via a subscription-based service model, providing access to their services for those organizations who are in need of smaller scale, high quality, on-demand marketing services without the need for highly formal project-based engagements.

Clients interested in this service would engage Contractor by selecting one of three available Engagement Packages and selecting an associated duration for such services. Based on these selections and the Services Schedule outlined in this Agreement, Clients will be able to engage Contractor on a request-by-request basis for a flat fee. This flat fee will correspond to the level of Services selected and will be billed to the Client on a monthly basis (via automatic withdrawal).

2. Definition of Service Offering Groups

Due to the 'on demand' nature of the work encompassed by this Agreement, Contractor has set specific parameters regarding the work which will or will not be performed. Below is a list of all of those Services which are specifically included and excluded from the 'on demand' offering.

Contractor reserves the right to update this list at any time and such updates will be applicable for all new Agreements entered into after such changes are implemented, including Agreement Extensions of any duration. Service Offering changes will not impact nor change any Agreement currently in effect at the time such changes are implemented.

2.1. Inclusions

The following Service Groups and corresponding Individual Services are included as part of this Agreement:

- 2.1.1. Graphic Design
 - Digital Graphics
 - Advertisement Design
 - Print Design
 - Product Design
 - Signage
 - Presentations & Templates
- 2.1.2. Website Design & Maintenance
 - Pre-Styled Website Design
 - Website Content Updates
 - Website Technical Maintenance
- 2.1.3. Copywriting
 - Blogging
 - Social Media Posts (Limit to four [4] posts per calendar month)
 - Website Copywriting
 - Copywriting for Marketing Materials
 - Advertisement Copy
- 2.1.4. Digital Photography Editing & Manipulation
 - Photo Touch-Ups
 - Photo Montages
 - Photo Formatting & Enhancement
- 2.1.5. Basic Post-Production Video Editing
 - Existing Digital Video Cutting / Clipping
 - Adding Logo to Existing Digital Video
 - Adding Music to Existing Digital Video
- 2.1.6. General Marketing Services
 - Marketing Research
 - Data Analytics in Support of Marketing Research
 - Basic Marketing Strategic Planning

2.2. Exclusions

The following Service Groups and/or Individual Services are explicitly excluded from this Agreement:

- Digital Video Production (Shooting or Advanced Post-Production Editing)
- Digital Advertising Setup (Google Advertisements, Digital Advertisements)
- Search Engine Optimization (SEO)
- Custom Website Design, Development, & Implementation
- Setup & Management of Social Media Accounts / Pages
- Google Business Creation and/or Management
- Formal Business Branding and/or Brand Strategy
- Three-Dimensional (3D) Digital Illustrations
- Custom Software Development
- Interactive Web-Based Applications (except Basic Website Contact Forms)
- Fully Formulated Marketing Strategies

2.3. Unaddressed Services

Any Service Group or Individual Service(s) not explicitly listed under Section 2.1 - 'Inclusions' or Section 2.2 - 'Exclusions' may be requested by the Client to Contractor. Contractor reserves the right to accept or reject such a request at their sole discretion without explanation nor recourse by Client. Client agrees to accept, without prejudice, the decision of such a request made by Contractor.

3. Engagement Packages: Options, Pricing, Durations

Contractor offers three (3) different Package Options with corresponding Pricing for the 'On-Demand Marketing Subscription' Service Offering. As part of each Package, Contractor will provide to Client the Services listed in each Package Offering on a per calendar month basis.

3.1. Agreement Duration Options

All Marketing Subscription Packages are offered in three different duration increments: Month-to-Month, 3-Month Agreement, and 6-Month Agreement. Incentivized Package Pricing is available to Clients who elect to move forward with a 3-Month Agreement or 6-Month Agreement.

Contractor reserves the right to modify and/or update the Agreement Duration Options at any time. Should Contractor elect to make such modifications, such updates will be applicable to new Agreements and/or Agreement Extensions.

3.2. Package Offerings & Pricing

3.2.1. 'Build' Package

- Maximum Number of Unique Brands: Two (2)
- Number of Work Orders Allowed Per Month: Unlimited
- Maximum Number of Work Orders in Queue: One (1)
- Number of Revisions Allowed Per Deliverable: Unlimited
- Private Slack™ Channel for Collaboration: No
- Average Work Order Request Turnaround Time: Three to four (3 to 4) Business Days

Client Investment (per Calendar Month):

- Month-to-Month: \$1,675.00
- Three-Month Commitment: \$1,350.00
- Six-Month Commitment: \$1,215.00

3.2.2. 'Growth' Package

- Maximum Number of Unique Brands: Two (2)
- Number of Work Orders Allowed Per Month: Unlimited
- Maximum Number of Work Orders in Queue: One (1)

- Number of Revisions Allowed Per Deliverable: Unlimited
- Private Slack™ Channel for Collaboration: Yes
- Average Work Order Request Turnaround Time: One to two (1 to 2) Business Days

Client Investment (per Calendar Month):

- Month-to-Month: \$2,500.00
- Three-Month Commitment: \$2,000.00
- Six-Month Commitment: \$1,800.00

3.2.3. 'Scale' Package

- Maximum Number of Unique Brands: Two (2)
- Number of Work Orders Allowed Per Month: Unlimited
- Maximum Number of Work Orders in Queue: Two (2)
- Number of Revisions Allowed Per Deliverable: Unlimited
- Private Slack™ Channel for Collaboration: Yes
- Average Work Order Request Turnaround Time: One to two (1 to 2) Business Days

Client Investment (per Calendar Month):

- Month-to-Month: \$4,700.00
- Three-Month Commitment: \$3,750.00
- Six-Month Commitment: \$3,375.00

3.3. Fee Schedule for 'Rush' Work Order Requests

Contractor will work all Work Orders submitted in the order in which they are received from Client. In the circumstance Client wishes to replace the Work Order(s) currently under development by Contractor, the Client will pay a one-time 'Rush Fee' to do so.

All 'Rush' Work Orders will incur a fee of \$100.00 per instance. Client must pay the 'Rush Fee' in full before Contractor will re-work existing Work Order queues to satisfy the request of the Client. Contractor will leverage the Payment Method specified in this document for such a payment.

Contractor will grant only two (2) 'Rush' requests per calendar month. Additionally, Contractor reserves the right to reject a 'Rush' request from the Client for any reason, provided such rejection is to the benefit of the Client and still falls within the appropriate parameters.

There will be no exceptions to this process.

4. On-Demand Service Agreement - Engagement Process

4.1. Package Selection & Formal Execution

Client will select a Package from the list of Offerings in Section 3 of this document, including the desired Period of Duration, and communicate such information to Contractor via this Agreement. Agreement must be fully executed by both Parties for

the terms to be considered 'valid'. At the time this Agreement is signed by Client and countersigned by Contractor, digital copies of this Agreement will be electronically mailed to Client for their records.

This Agreement will not be in effect until the first calendar day of the calendar month following the later of the two dates listed as part of the Client and Contractor execution of this Agreement.

4.2. Period of Performance

The Period of Performance for the Agreement will begin the first (1st) calendar day of the calendar month following the execution of this Agreement. The Period of Performance will conclude on the last calendar day of the final calendar month aligned to the Period of Duration of this Agreement as agreed upon by both Parties.

4.3. Agreement Execution - Initial Payment

At the time of Agreement Execution, Client is required to pay the first or only installment of the value of this Agreement in order to secure the Contractor services outlined and selected by this Agreement. Approved Methods of Payment and Payment Terms are outlined in Section 7 in this Agreement.

For example, Client wishes to engage Contractor and does so by executing this Agreement on the 10th calendar day of the calendar month. Contractor will charge Client for the first month's installment of their selected Services on that day. Contractor Services will commence on the first calendar day of the calendar month following the execution of this Agreement and associated payment. No payment will be charged again until the first calendar day of the second month of the Agreement (if applicable).

5. On-Demand Service Agreement - Work Order Lifecycle

5.1. Work Order Submission

According to the submission schedule set forth in the Engagement Package selected, Client will submit a Work Order Request to Contractor via a prefabricated form. Upon submission of this form, Contractor will review the submitted Work Order and respond to Client with an Estimated Timeframe for Delivery and any questions to clarify the scope of the requested Work Order.

5.2. Work Order Development Iterations

Contractor will deliver proofs of their proposed work to Client in a timely fashion based on the Estimated Timeframe for Delivery.

All proofs will be delivered to Client through the reviewstudio Online Proofing Solution. Client and Contractor agree to leverage the reviewstudio Platform for providing feedback, communications, and tracking of requested changes/updates.

5.3. Work Order Approvals & Completion

At the time Client is satisfied with the work completed by Contractor associated to the currently open Work Order(s), Client will submit their approval through the reviewstudio Platform. Contractor will then ensure all deliverables associated with the Work Order are successfully transmitted to the Client for their use.

At the time the Client acknowledges the successful receipt of the Work Order deliverables, Client and Contractor will both consider the currently open Work Order to now be complete. Contractor will consider the Work Order closed and Client will be permitted to submit a new Work Order in accordance with the terms of the Agreement.

6. On-Demand Service Agreement - Operational Terms & Conditions

6.1. Monthly Rollover

All associated resources purchased by Client in any given month during the Effective Period of this Agreement will expire at 11:59 PM Central Time on the last calendar day of the calendar month. No resources, services, or monetary amounts - whether implicit or explicit - will be allowed to 'rollover' from calendar month to calendar month.

Under no circumstances will there be any exceptions made to this policy.

6.2. Temporary Agreement Pause

For Clients who select an Agreement Duration of '6-Month Agreement', they will be afforded the opportunity to request their Agreement be placed on a temporary 'pause' once per the Effective Period of the Agreement.

Client agrees and acknowledges that, should Contractor accept such a request for a 'pause', the Period of Performance for this Agreement will automatically be extended one (1) calendar month beyond the ending date of the current Period of Performance. Such an update to the ending date of the Period of Performance will not require an addendum to this Agreement, but will become effective upon Contractor acceptance of a request for 'pause'.

Client will be required to provide a minimum of fifteen (15) calendar days written notice to Contractor of their desire to place the currently effective Agreement on a one (1) calendar month 'pause'. Such a 'pause' is not official until acceptance is acknowledged in writing by Contractor.

Upon acceptance, Contractor shall not bill Client for the next installment of the value of the Agreement on the first day of the calendar month for which the Agreement 'pause' has been requested. Contractor shall also 'pause' work on any and all outstanding deliverables and/or services provided to Client as of 12:00 AM Central Time on the first calendar day of the calendar month for which the Agreement 'pause' has been accepted. Contractor will place all outstanding work into 'On Hold' status and will remain as such until the end of the calendar month for which the 'pause' was requested.

At the conclusion of the 'pause' period, all normal functions of this Agreement shall resume with the exception of the Agreement 'Period of Performance' extension as described earlier in this Section.

This clause is not available to 'Month-to-Month Agreement' and '3-Month Agreement' holders - no exceptions.

6.3. Upgrade to Agreement During Effective Period

Should Client desire to 'upgrade' their package during the Effective Period of their Agreement, they may do so at any time by providing written notice to Contractor a minimum of fifteen (15) calendar days prior to the first day of the calendar month for which Client wishes the Upgrade to become effective.

Any updated pricing associated with a Package and/or Duration Upgrade will be implemented on the first calendar day of the calendar month following the written notice delivered to Contractor.

Client may upgrade the following terms:

- Duration:
 - 'Month-to-Month' Agreement Durations: Client may upgrade any 'Month-to-Month' Agreement Duration to a '3-Month' or '6-Month' Agreement Duration during the Effective Period of the Agreement.
 - '3-Month' & '6-Month' Agreement Durations: Client may upgrade their long-term Duration Agreement only at the completion of the current Agreement Duration. Clients will not be allowed to invoke an 'Early Termination' in order to circumvent this clause.
- Package:
 - Client may upgrade any Package to any higher Package during the Effective Period of the Agreement. The Duration of the current Effective Period will stay in effect until the completion of the current Agreement.

6.4. Downgrade to Agreement During Effective Period

This clause is only available to '6-Month Duration Agreements' - no exceptions.

Should Client desire to 'downgrade' their package during the Effective Period of their Agreement, they may do so at any time by providing written notice to Contractor a minimum of fifteen (15) calendar days prior to the first day of the calendar month for which Client wishes the Downgrade to become effective.

Any updated pricing associated with a Package Downgrade will be implemented on the first calendar day of the calendar month following the written notice delivered to Contractor.

Client may request and receive a Package Downgrade only one (1) time per Effective Period of this Agreement.

Client may upgrade the following terms:

- Duration:
 - No 'downgrade' to Durations will be allowed.
- Package:
 - Client may downgrade any Package to any lower Package during the Effective Period of the Agreement. The Duration of the current Effective Period will stay in effect until the completion of the current Agreement.

6.5. Intellectual Property (IP)

All physical, digital, and ideation deliverables produced as part of this Agreement are the sole and exclusive property of Client at the time Contractor delivers said collateral to Client. At the time of said delivery, Contractor releases any and all rights, privileges, and/or ownership over the Intellectual Property generated for the delivery of the Client-specific deliverables.

Contractor does maintain the Intellectual Property right to all learnings, lessons, derivative ideas, non-competing, and non-infringing collateral and ideations developed, generated, or learned during the development of the Client-specific deliverables. Contractor reserves the right to use such Intellectual Property for the benefit of their organization and/or other Clients provided such usage does not directly infringe upon nor violate the rights of Client and their Intellectual Property rights.

7. Payment

7.1. Payment Terms

After the 'Agreement Execution - Initial Payment' (Section 4.3), all Agreement Installment Payments, regardless of Agreement Duration, will be paid on the first calendar day of each calendar month. This will be enforced regardless of whether the first calendar day of the calendar month is a generally accepted business day, a weekend day, or a generally accepted holiday in the geographic location of either the Client, the Contractor, or both Parties.

No grace period will be granted.

7.2. Accepted Methods of Payment

As part of the execution of this Agreement, Client will be required to provide a valid Debit / Credit Card or Automated Clearing House (ACH) payment information. This information will be used for the 'Agreement Execution - Initial Payment' (Section 4.3) as well as all Agreement Installment Payments through the Termination of the Agreement.

7.3. Updates to Client Method of Payment

Should Client need to update the Method of Payment provided to Contractor as part of the execution of this Agreement (Section 8.2), Client must provide, in writing, an updated Method of Payment information no later than seven (7) calendar days prior to the date of the next Installment Payment.

7.4. Non-Payment Penalties

Should Client fail to execute 'Agreement Execution - Initial Payment' and/or any Agreement Installment Payment for any and all reason(s) (e.g. incorrect Method of Payment information, Financial Institution Rejection, Insufficient Funds, et al), Client will incur a penalty of ten percent (10%) of the value of the payment.

For example, if a Client is making an Agreement Installment Payment for the 'Growth' Package on a '3-Month' Agreement and fails to make the payment, the Client will be charged a 10% penalty of \$200.00. Client will then be billed \$2,200.00 for the Agreement Installment Payment.

7.5. Prepayment

Client will be offered no specific discount for prepayment of future Agreement Installment Payments.

8. On-Demand Service Agreement - Extension, Termination, and Early Cancellation

8.1. Agreement Extension

All Agreements will automatically extend at the conclusion of the Period of Performance on a 'Month-to-Month' Agreement Duration with the same Package as selected in this Agreement.

Client may elect to extend their Agreement for an extended duration (e.g. '3-Month Agreement' or '6-Month Agreement') by providing written notice to Contractor a minimum of fifteen (15) calendar days notice prior to the conclusion of the current Period of Performance.

Any Agreement Extension is subject to reconstitution based on changes made by Contractor to the On-Demand Service Agreement Offerings. This is inclusive, but not limited to, changes in Agreement Durations, changes in Services provided per Package Offering, changes in pricing per Package Offering, et al.

8.2. Agreement Termination

Should Client desire not to extend their current Agreement, Client must inform Contractor in writing of their intent to terminate the Agreement a minimum of fifteen (15)

calendar days prior to the conclusion of the current Period of Performance. Notice of Agreement Termination will prevent the automatic extension process as outlined in Section 8.1.

Agreement will be considered Terminated as of 11:59 PM Central Time on the final calendar day of the Period of Performance. All Work Orders submitted by Client not in completed status at this time will be marked 'canceled' and Client will relieve Contractor of all responsibilities in delivering any and all outstanding work.

Contractor will maintain any and all 'canceled' Work Orders in their systems for a period of thirty (30) calendar days after the Termination of the Agreement, after which these unfulfilled Work Orders will be purged from their systems.

8.3. Agreement Early Termination - Client Initiated

This clause applies solely to Clients who have selected the '3-Month Agreement' or the '6-Month Agreement'.

Early Terminations of an Agreement may be requested of Contractor by Client without reason provided proper notice is given. Early Terminations initiated by the Client are made effective by the Contractor only on the first calendar day of the month. No other Termination Dates will be accepted nor prorating of previously paid Installment Payments.

Should Client elect to terminate their Agreement prior to the conclusion of the Period of Performance, the Client must inform Contractor in writing a minimum of fifteen (15) calendar days prior to the date Client wishes the Early Termination to go into effect.

All payments made by Client to Contractor prior to the notice of Early Termination will be retained by Contractor without exception. On the first calendar day of the calendar month following the receipt of the Early Termination notice from Client, Contractor will bill Client for fifty percent (50%) of the outstanding balance of the Agreement as Early Termination Penalty.

Once the Early Termination Penalty has been satisfied, Contractor will release Client from Agreement. Equally, at the time of Contract Release, Client agrees to release Contractor from responsibility for the delivery of any outstanding work product / deliverables stemming from unfulfilled Work Orders. Both parties will then deem the Agreement 'void'.

8.4. Agreement Early Termination - Contractor Initiated

This clause applies solely to Clients who have selected the '3-Month Agreement' or the '6-Month Agreement'.

Early Terminations of an Agreement may be enforced by Contractor without reason provided proper notice is given. Early Terminations are made effective by the Contractor only on the first calendar day of the month. No other Termination Dates will be accepted. Previously paid Installment Payments will not be refunded - no exceptions.

Should Contractor elect to terminate their Agreement prior to the conclusion of the Period of Performance, the Contractor must inform Client in writing a minimum of thirty (30) calendar days prior to the date Contractor wishes the Early Termination to go into effect.

On the first calendar day of the calendar month following the receipt of the Early Termination notice from Contractor, Contractor will release Client from Agreement. Equally, at the time of Contract Release, Client agrees to release Contractor from responsibility for the delivery of any outstanding work product / deliverables stemming from unfulfilled Work Orders. Both parties will then deem the Agreement 'void'.

8.5. 'Act of God'

Client and Contractor do both mutually agree should an 'Act of God' occur during the Period of Performance of this Agreement, both Parties shall jointly work together to assess and arrive upon a mutually agreeable approach for the completion and/or cancellation of one or more of the outstanding Deliverables and/or Terms of this Agreement.

Such 'Act of God' circumstances are applicable to both Parties and include, but are not limited to: major debilitating illness, physically/mentally incapacitating accident, death, personal or work disaster due to major weather incident (flood, hurricane, tornado, et al), social/economic/military conflict affecting one or both Parties, public health incident (e.g. pandemic), etc.

9. Governing Law, Choice of Forum, & Equitable Relief

9.1. This Agreement shall be governed by the laws of the State of Oklahoma.

9.2. Prior to filing any lawsuit arising out of this document, Client must first provide Contractor with a written notice of the Client's complaint and wait a minimum of thirty (30) days so as to allow Contractor to investigate and respond. Notwithstanding the foregoing, Contractor may seek injunctive relief in any jurisdiction when deemed necessary to protect its interests.

9.3. The exclusive venue for any legal action arising out of the Agreement shall be the County Court or the District Court of Cleveland County, Oklahoma. In any such action, both Parties waive the right to trial by jury. In any legal action arising out of this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs.

- 9.4. Should any provision of this Agreement require judicial interpretation, the Court or fact finder interpreting this Agreement shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.
- 9.5. A determination by a Court that any provision of this Agreement is invalid shall not invalidate the entire Agreement. If any such provision is declared unenforceable or invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 9.6. This Agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the matters at issue. The parties agree that all prior communications are merged into this Agreement, and that there are no terms or conditions other than those set forth herein. No statement or promise of a party shall be binding unless reduced to writing and signed by that party. No modifications of this Agreement shall be binding unless they are in writing and signed by all parties.

10. Errors & Omissions

Should Contractor or Client identify any error and/or omission from this Agreement, both Parties will work in concert to reach a mutually agreeable resolution to the matter.

- 10.1. Should a mutually agreeable resolution not be reached, both Parties agree to abide by the resolution best fit to operation of Contractor, provided such resolution does not negatively affect the operation, interests, or financial situation of Client.
- 10.2. Contractor reserves the right to temporarily modify the terms and conditions of this Agreement in order to effect a mutually beneficial resolution to an error and/or omission.



On-Demand Marketing
Subscription
*Package & Duration Selection with
Agreement Execution*

Having read and agreed to this Statement of Work & Terms of Engagement Agreement, the undersigned does freely and willingly elect to proceed with the following binding terms of this agreement:

ON-DEMAND MARKETING SUBSCRIPTION
PACKAGE SELECTION

'Build' Package

Duration:

- Month-to-Month
- 3-Month Agreement
- 6-Month Agreement

'Growth' Package

Duration:

- Month-to-Month
- 3-Month Agreement
- 6-Month Agreement

'Scale' Package

Duration:

- Month-to-Month
- 3-Month Agreement
- 6-Month Agreement

PAYMENT METHOD

Contact Name:

CREDIT / DEBIT CARD PAYMENT INFORMATION

Name on Credit / Debit Card:

Card Number:

Card Expiration Date:
(MM/YY)

Card CVV Number:

AUTOMATED CLEARING HOUSE (ACH) PAYMENT INFORMATION

Bank Routing Number:

Bank Account Number

Name on Account:

Institution Name:

AGREEMENT EXECUTION

IN WITNESS THEREOF, the Parties hereto have caused this Statement of Work & Terms of Engagement Agreement to be effective as of the later of the day, month, and year indicated below.

CLIENT

Light Alive Marketing

Signature

:

Name:

Title:

Date:

Signature

:

Name:

Title:

Date: