



# Consulting Services

## Statement of Work

### Payment:

**Fees:** Payable through Stripe invoicing USD.

**Payment Terms:** All payments are paid through Stripe invoicing and due within 7 days of receipt.

**Rescheduling & Cancellation Policy:** Failure to pay invoices on time will result in cancelation of recurring SEO services until which time payment resumes.

Clients must provide written 30 day notice to cancel recurring services with Rae of Light SEO. Failure to do so will result in cancellation fees up to the full amount of one month of services.

### Consulting Services:

Provider will provide advisory SEO, social media, and other relevant marketing services to Client to be mutually agreed to from time to time, which may include: analyzing Client needs and current business obstacles, providing recommendations on business development and digital marketing efficiency, scoping potential business solutions, conducting marketing analysis, improving revenue by coordinating sales efforts, or introducing Client to potential customers.

### Additional Terms:

Client is solely responsible for deciding if the feedback, advice, or other recommendations given by Provider as part of the Services are appropriate for Client and for any implementation of the foregoing. Provider will not be liable to Client for any actions or inactions taken by client as a result of such feedback, advice or other recommendation.

This statement of work ("**Statement of Work**") and the Service Terms and Conditions attached hereto (collectively, the "**Agreement**") is entered into by and between the client specified in the Statement of Work ("**Client**") and Rae of Light SEO ("**Provider**"). Any capitalized terms used but not defined in this Statement of Work have the meaning set forth in the Service Terms and Conditions.

Accepted and agreed by their duly authorized representatives of the parties as of the Effective Date.

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## Service Terms and Conditions

These Service Terms and Conditions (these "**Terms**") set forth the terms governing Provider's provision of the Services described on the Statement of Work and are hereby incorporated into the Agreement.

1. **SERVICES AND COMPENSATION.** Provider will provide the services specified in the Statement of Work ("**Services**") to Client on the terms and conditions specified in these Terms. Client will pay Provider the fees in the amount and frequency specified in the Statement of Work. If the Statement of Work does not specify when fees would be due, then Client will pay all amounts due within ten (10) days of the date of the last signature (the "**Effective Date**"). All fees paid under this Agreement are non-refundable, unless otherwise expressly specified in these Terms or the Statement of Work.

2. **CLIENT OBLIGATIONS.**

- **Client Obligations.** Client will provide Provider with safe and appropriate working conditions to perform the Services. Additionally, Client will provide necessary support and cooperation for the provision of the Services ("**Client Obligations**"), which may include Client's appearance at a designated time and an agreed-upon location, if applicable. If Client is unable to perform any of the Client Obligations, Client will promptly notify Provider.
- **Rescheduling; Cancellation.** If not set forth in the Statement of Work, any rescheduling or cancellation of the Services will be subject to Provider's rescheduling or cancellation policy.

### 3. TERM; TERMINATION

1. **Term**. This Agreement commences and expires on the dates specified in the Statement of Work. If the Statement of Work does not specify the start or end date, this Agreement will commence upon the Effective Date and continues until the completion of the Service specified in the Statement of Work, unless earlier terminated as provided herein (the "**Term**").
2. **Termination**. Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the breaching party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
3. **Effects of Termination**. Upon the effective date of termination of this Agreement for any reason, all rights and duties of the parties toward each other will expire, except: (i) Client will pay Provider all amounts owed but not paid for Services rendered through the effective date of expiration or termination; and (ii) Sections titled "Confidentiality," "Ownership," "Release," "Indemnification," and "Limitation of Liability" will survive.

4. **CONFIDENTIALITY**. During the Term, either party ("**Discloser**") may disclose to the other party ("**Recipient**") certain non-public, proprietary, and confidential information of the Discloser in connection with this Agreement ("**Confidential Information**"). Confidential Information will not include information that: (i) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Discloser; (ii) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (iii) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Discloser; or (iv) is received by the Recipient from a third party who is not under any obligation to maintain the confidentiality of such information. The Recipient will (i) treat all Confidential Information of the Discloser with the same level of protection the Recipient treats its own sensitive information of a similar nature, but no less than a reasonable degree of care, (ii) not disclose such Confidential Information to any third party, except on a "need to know" basis to the Recipient's officers, employees, consultants, and legal advisors that have signed or otherwise are bound to a non-disclosure agreement containing provisions substantially as protective as the terms of this Agreement, and (iii) will use such Confidential Information solely in connection with performing its obligations or exercising its rights under this Agreement and for no other purpose. Nothing in this Agreement will be construed to restrict either party's use or disclosure of its own Confidential Information.

5. **LIMITED WARRANTY; DISCLAIMER.** PROVIDER WARRANTS THAT IT WILL PERFORM THE SERVICES IN A TIMELY, WORKMANLIKE, AND PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY RECOGNIZED INDUSTRY STANDARDS FOR SIMILAR SERVICES. CLIENT WARRANTS THAT IT HAS REVIEWED, AND IS SATISFIED WITH, THE STYLE AND MANNER OF SERVICES OF PROVIDER BASED ON PROVIDER'S PRIOR WORK. CLIENT UNDERSTANDS AND AGREES THAT: (I) PROVIDER WILL PERFORM THE SERVICES IN A SIMILAR MANNER AND STYLE AS THAT REVIEWED BY CLIENT; (II) PROVIDER'S SERVICES MAY BE SUBJECTIVE AND PROVIDER'S STYLE OR TECHNIQUES MAY EVOLVE OVER TIME; (III) THE SERVICES MAY VARY BASED UPON A CLIENT'S STYLE, BUDGET, OR NEED; AND (IV) WHILE CLIENT MAY PROVIDE SUGGESTIONS TO SERVICES AND DELIVERABLES, PROVIDER IS UNDER NO OBLIGATION TO INCORPORATE ANY CLIENT SUGGESTIONS; AND (V) CLIENT WILL NOT BE ELIGIBLE TO RECEIVE A REFUND DUE TO DISSATISFACTION WITH PROVIDER'S AESTHETIC DECISIONS OR ARTISTIC ABILITY. PROVIDER (A) MAKES NO WARRANTIES EXCEPT FOR AS SET OUT ABOVE; AND (B) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE. PROVIDER DOES NOT WARRANT AGAINST INFRINGEMENT. PROVIDER'S SOLE AND EXCLUSIVE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTY SET OUT IN THIS SECTION WILL BE REPERFORMANCE OF THE AFFECTED SERVICES. CLIENT MUST ALLEGE A BREACH OF SUCH WARRANTY WITHIN THIRTY (30) DAYS OF PERFORMANCE TO RECEIVE SUCH REPERFORMANCE.

## 6. OWNERSHIP

1. **Client Materials.** Any materials provided by Client to Provider ("**Client Materials**") are to be used by Provider solely to perform the Services. Client represents and warrants that (i) Client has all requisite ownership, rights, and licenses to Client Materials; and (ii) Client Materials, and Provider's use thereof, will not infringe any intellectual property or other proprietary rights of any third party.
2. **Deliverables.** Unless otherwise expressly set forth in the Statement of Work, all works of authorship and other materials or technology (i) created in the course of performing the Services; or (ii) that form all or part of a deliverable provided as part of the Services (excluding any Client Materials) (collectively, "**Deliverables**") will be the sole property of Provider including all intellectual property rights therein. Provider may fully exploit any Deliverables for its own business purposes. Subject to final payment by Client of all amounts owed to Provider under the Statement of Work, Provider hereby grants to Client a nonexclusive, royalty-free, perpetual, irrevocable, worldwide, non-sublicensable, non-transferable, license to use, reproduce, manufacture, modify, distribute, import, and otherwise exploit any Deliverables provided to Client by Provider.

7. **APPROVALS.** If Provider sends any type of proof or sample of a Deliverable ("**Sample**") to Client, Client will inspect the Sample to verify that it materially conforms to the applicable specifications specified in the Statement of Work, including the spelling and designs. Client will provide written notice to Provider detailing the nonconformities in the Sample (if any) within ten (10) days after receiving the Sample. If Client does not provide such notice, the Sample will be deemed accepted by Client and Provider will begin preparing any related final Deliverables. If Client notifies of nonconformities after ten (10) days, Provider may charge additional fees. Client acknowledges that Samples may not be calibrated press quality and are for internal review and approval only.
8. **RELEASE.** If Client has engaged Provider for Services involving filming, recording, or photography, Client hereby consents and authorizes Provider to film, photograph or record Client ("**Visual Materials**"), including Client's name, image, likeness, appearance, voice, and other personal characteristics (collectively, "**Client Likeness**") as incorporated in the Visual Materials, without restriction. Client hereby grants Provider a non-exclusive, perpetual, worldwide, non-transferable, irrevocable right and license to publicly display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, use, permit others to use, or otherwise exploit the Visual Materials and derivative works thereof, including any Client Likeness incorporated therein, in any medium or format (whether now existing or hereafter created) for any business purpose of Provider or its sublicensees, without further consent or additional consideration from Client. To the fullest extent permitted by applicable law, Client hereby irrevocably waives all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, for libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**"), arising directly or indirectly from Provider's or its sublicensees' exercise of the foregoing rights, and Client hereby covenants not to allege or bring any such Claim against Provider or its sublicensees, and forever release and discharge Provider and its sublicensees', from liability under such Claims.
9. **INDEMNIFICATION.** Client will indemnify, defend and hold harmless Provider and its officers, directors, employees and agents from and against all taxes, losses, damages, liabilities, costs and expenses (including attorneys' fees and other legal expenses) from any actual or threatened third-party claim in connection with or arising directly or indirectly from (i) bodily injury, death of any person, or damage to real or tangible personal property resulting from Client's failure to perform Client Obligations or from the willful, fraudulent, negligent, or other acts or omissions of Client; and (ii) Provider's performance of the Services under this Agreement, except to the extent that such claim is based on Provider's breach of this Agreement, negligence or misconduct.

**10. LIMITATION OF LIABILITY.** EXCEPT FOR EITHER PARTY'S BREACH OF THE SECTION TITLED "CONFIDENTIALITY" OR CLIENT'S OBLIGATIONS UNDER THE SECTION TITLED "INDEMNIFICATION": (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES 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; AND (II) NEITHER PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT WILL EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE TO PROVIDER UNDER THIS AGREEMENT.

## 11. GENERAL

1. **Independent Contractor Relationship.** The relationship between the parties is that of independent contractors. Neither party will have authority to contract for or bind the other party in any manner whatsoever.
2. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the parties. In the event of any conflict between the Statement of Work and these Terms, the Statement of Work will control.
3. **Assignment and Subcontracting.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign this Agreement, without the prior written consent of the other party; not to be unreasonably withheld. Any such attempted assignment, delegation or transfer in violation of this Section will be null and void. There are no intended third-party beneficiaries to this Agreement. Provider may subcontract any of its obligations under this Agreement; provided that Provider will remain liable for its obligations and all acts or omissions of its subcontractors.
4. **Force Majeure.** Except for the payment of fees, neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
5. **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of the state or province (as applicable) of the principal place of business of Provider without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement, the parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts or other applicable courts located within the state or province (as applicable) of the principal place of business of Provider.
6. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
7. **Modification, Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the parties. Waiver by either party of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.
8. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); © on the date sent by email if sent during normal business hours, and on the next business day if sent after normal business hours; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective party at the addresses indicated on the Statement of Work (or at such other address for a party as will be specified in a notice given in accordance with this Section).

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\* Signature required

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