

WSI Bell Digital

A division of RP Bell Marketing, LLC

Master Service Agreement

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PLEASE READ THIS MASTER SERVICE AGREEMENT CAREFULLY.

This Master Service Agreement is a contract that governs our Client's use of our services.

Table of Contents

1. Introduction
2. Our Commitment to You
3. Definition of “Client”
4. Acknowledgement of Master Service Agreement
5. Responsibility of Client’s Representatives
6. Who Are We?
7. About This Agreement
8. Duration and Fees
9. Payment Terms
10. Exceeding Scope
11. Rate Card
12. Network Collaboration and Confidentiality
13. Third-Party Support Outside the Network
14. Configuration of Third-Party Services
15. Website Design and Development
16. Search Engine Optimization (SEO) and Content Writing Services
17. Use of Artificial Intelligence and Automated Tools
18. Work Completion and Approvals
19. Intellectual Property Usage and Ownership
20. Confidentiality and Non-Disclosure
21. Data Protection and Privacy
22. Healthcare Clients and HIPAA Compliance
23. Other Services Not Specified
24. Liability and Warranty
25. Indemnification
26. Limitation of Liability
27. Termination
28. Force Majeure
29. Governing Law and Dispute Resolution
30. Amendment of Terms
31. General Provisions
32. Use of Services

1. Introduction

WSI Bell Digital, a key component of the WSI World Network, excels in offering a diverse spectrum of digital services and solutions tailored to meet the evolving needs of our clients. This agreement delineates the terms under which we engage with our clients, highlighting our dedication to not just meet but exceed expectations through our comprehensive suite of services.

Our affiliation with the global network underscores a commitment to harnessing collective insights and expertise, ensuring that our clients benefit from cutting-edge strategies and innovative solutions. Embracing change as a constant in the digital realm, we are dedicated to adapting our services to keep pace with technological advancements and market trends, ensuring our clients achieve their short-term and long-term goals with unmatched precision and excellence.

2. Our Commitment to You

At WSI Bell Digital, we value our clients and strive to provide exceptional service and support. We want you to count on us, and that is why we provide:

- **Upfront Pricing:** We offer clear and transparent pricing right from the start, so you always know what to expect.
- **Month-to-Month Terms:** Enjoy flexibility with our month-to-month contract terms, giving you the freedom to adjust as your needs change.
- **Easy Scope Changes:** With 30 days' notice, we make adapting to evolving project requirements hassle-free, ensuring your goals are met effectively.
- **Monthly Status Reviews:** Stay informed with regular check-ins every month to track progress and make data-driven decisions.
- **Fixed Rates for Two Years:** Lock in your budget with fixed rates guaranteed for two years from the time of signing with us, providing stability and peace of mind for your financial planning.

Thank you again for choosing WSI Bell Digital. We look forward to a successful partnership.

3. Definition of “Client”

Throughout these Terms of Service, the terms “You” and “Client” are used with distinct intention. “Client” formally identifies any individual, company, or entity that engages with WSI Bell Digital (alternatively known as WSI Bell Digital Strategy) or our parent company, RP Bell Marketing, LLC, for digital services and solutions. This term is utilized in contexts outlining rights, responsibilities, and formal obligations under this agreement.

Conversely, “You” directly addresses the same individuals, companies, or entities in a manner designed to engage and guide through the provisions and instructions contained herein. This distinction aims to blend professional clarity with personal engagement throughout the document.

A “Client” relationship is recognized and established through one of two actions: the formal execution of a service agreement, as evidenced by a signature—whether physical or digital—or through the initial payment for services provided by WSI Bell Digital. Such acknowledgment of

the agreement, whether by signing or payment, indicates the Client's (or "Your") acceptance of these Terms of Service and an agreement to adhere to its stipulations.

4. Acknowledgement of Master Service Agreement

A Client contract and this Master Service Agreement with WSI Bell Digital is considered acknowledged and in effect when a Client either:

- Signs a service agreement directly with WSI Bell Digital, WSI Bell Digital Strategy, or RP Bell Marketing LLC; or
- Makes an initial payment for services provided by WSI Bell Digital, thereby implicitly agreeing to the terms laid out in this document and any accompanying proposals or service descriptions.

It is important to note that failure to make subsequent payments for services does not constitute a termination of this agreement or dissolve the established Client relationship. Termination of this agreement requires explicit written notice from either party, as outlined in Section 27 ("Termination") of this Agreement.

5. Responsibility of Client's Representatives

It is understood and agreed that any employees, agents, or representatives acting on behalf of the Client in engaging with WSI Bell Digital (also referred to as WSI Bell Digital Strategy) or our parent corporation, RP Bell Marketing LLC, are bound by the provisions of these Terms of Service. The Client guarantees that their representatives will be made aware of and comply with these terms as if the Client themselves were taking the actions or making the decisions.

This includes, but is not limited to, the submission of requests, approval of proposals, receipt of notices, and making of payments. The Client is responsible for any and all actions taken by their employees or representatives in relation to the services provided by WSI Bell Digital and must ensure that such representatives act within the scope of their authority as conferred by the Client.

The Client further agrees to indemnify and hold harmless WSI Bell Digital from any breach of these Terms of Service by their representatives. This indemnification includes any liabilities, losses, damages, judgments, charges, and expenses incurred by WSI Bell Digital as a result of such a breach.

6. Who Are We?

For the purposes of this agreement, and our relationship with our Clients, the names "WSI Bell Digital" and "WSI Bell Digital Strategy" are used interchangeably and refer to corporate entity RP Bell Marketing LLC. Either designation embodies the full legal entity and operational body providing services under this agreement. All references to WSI Bell Digital or WSI Bell Digital Strategy within this document, in communication, or in any related documentation should be understood as referring to RP Bell Marketing LLC, without distinction or difference in obligations, rights, and responsibilities.

7. About This Agreement

We've aimed to keep these terms as readable as possible, but in some cases for legal reasons, some of the language is necessarily "legalese." By receiving the Consulting Services, You are agreeing to these terms.

We update these terms from time to time. If You would like to be added to the mailing list for change notification, please email pamela@wsibelldigital.com.

8. Duration and Fees

The services under this agreement are provided on a month-to-month basis, with automatic renewal each month unless terminated by either party with one (1) month's written notice in accordance with Section 27 ("Termination").

Fees for services by WSI Bell Digital are outlined in the applicable proposal or statement of work. Payments are due within thirty (30) days of invoice receipt unless otherwise specified in the proposal.

At our sole discretion, WSI Bell Digital reserves the right to immediately suspend services without notice if any invoice remains unpaid for more than sixty (60) days from its due date.

9. Payment Terms

Invoices: As a retainer-based service provider, Client will receive a monthly invoice in advance for the agreed-upon services. This invoice will cover the retainer fee for the upcoming month, detailing the scope of services included. Any additional charges incurred beyond the scope of the retainer will be invoiced separately, detailing the fees and the billing period in which these charges were accrued.

Invoice Delivery: Invoices are delivered via email from WSI Bell Digital.

Payment Method: Payments can be made via bank transfer, credit card, check, or any other method mutually agreed upon by both parties.

Payment Allocation: Payments received will always be applied in order to the oldest outstanding invoice(s) to help manage and reduce the overall balance due.

Late Payments: A late fee of 5% per month will be applied to balances more than thirty (30) days overdue. Repeated late payments may result in the suspension or termination of services.

Delinquent Accounts: Accounts delinquent for more than sixty (60) days grant WSI Bell Digital the discretion, and without notice, to suspend the Client's online presence, including, but not limited to, the suspension of their hosting services where applicable.

Disputed Charges: Client must notify WSI Bell Digital in writing within fifteen (15) days of the invoice date if disputing any charge, with a detailed description of the dispute. Both parties will work in good faith to resolve the dispute quickly.

Refunds and Adjustments: WSI Bell Digital does not offer refunds on payments made. Any requests for adjustments will be evaluated on a case-by-case basis, but the granting of such requests is at the sole discretion of WSI Bell Digital.

10. Exceeding Scope

WSI Bell Digital takes pride in our dedication to assisting Clients in achieving their short-term and long-term goals, often going beyond the stated scope of our agreement to provide support where possible. This commitment reflects our ethos of delivering exceptional value and fostering strong Client relationships. However, it is important for Clients to understand that such additional support is provided at WSI Bell Digital's discretion and does not signify an ongoing obligation or alteration of the agreed-upon services.

Any work or services requested by the Client that exceed the initially agreed-upon scope will be subject to additional fees invoiced hourly as outlined in the Rate Card. The Rate Card provides a detailed breakdown of the fees for various services and is effective as of the Last Modified Date of this agreement. Clients will be informed of any additional charges in advance, and these charges will be billed according to the payment terms specified in this agreement.

Our primary aim is to ensure Client satisfaction and success while also maintaining clear boundaries around the regular scope of our services. Clients are encouraged to review the Rate Card to understand the costs associated with any additional services that may be requested.

11. Rate Card

The Rate Card is outlined in your original proposal and available to our clients on demand. The Rate Card provides a breakdown of the fees for the services offered by WSI Bell Digital.

Rate Adjustments: Rates provided to clients in our Rate Card are set for two (2) years without changes. After two (2) years, WSI Bell Digital reserves the right to adjust rates with thirty (30) days' written notice to the Client.

12. Network Collaboration and Confidentiality

WSI Network Structure: WSI Bell Digital is an integral part of the WSI World network of offices, agencies, consultants, and production centers, which comprises legally independent businesses that collaborate closely to deliver comprehensive digital marketing solutions. While each entity operates independently, we collectively adhere to a shared standard of excellence, leveraging diverse expertise across our network to benefit our Clients.

Collaboration Without Mandatory Disclosure: In delivering our services, WSI Bell Digital may collaborate with other offices within the WSI World Network to harness specialized skills and resources. These collaborations are a testament to our commitment to providing Clients with the best possible solutions. It is important to note that while these partnerships enhance our service offerings, individual engagements with network partners are not subject to mandatory disclosure. This approach is taken to streamline communication and maintain a focus on delivering results for our Clients.

Protection of Network Partners: All network partners within the WSI World Network are bound by mutual agreements that uphold the highest standards of confidentiality, professionalism, and respect for each other's independence and Client relationships. WSI Bell Digital commits to protecting the interests and confidentiality of our network partners, ensuring that any shared information or collaborative efforts are treated with the utmost discretion.

Client Benefits: Our collaborative network model provides Clients with access to a broad spectrum of digital marketing expertise and resources, all while ensuring that the quality and integrity of the services provided remain consistent and secure. Clients will benefit from the collective expertise of the WSI World Network without compromising on their privacy or confidentiality.

Responsibility: While WSI Bell Digital takes responsibility for the overall quality and delivery of the services we provide, each network partner is individually responsible for the work they contribute. WSI Bell Digital ensures that all network collaborations adhere to our high standards, but we do not assume liability for the actions or omissions of independent network partners.

13. Third-Party Support Outside the Network

Disclosure of Outsourcing Practices: On occasion, WSI Bell Digital engages with reputable third-party firms that are not part of the WSI World network, to fulfill certain aspects of our services when necessary. We are committed to transparency and will inform Clients when significant portions of their work are outsourced.

14. Configuration of Third-Party Services

Configuration: With prior written approval from the Client, WSI Bell Digital is permitted to configure third-party services on behalf of our Clients. This may involve the use of the Client's payment information to set up these services. Our role in configuring such services is intended as a benefit to our Clients, facilitating access to third-party solutions that may enhance their business operations.

Concierge Service: By engaging WSI Bell Digital to configure these third-party services, the Client acknowledges that WSI Bell Digital acts as an agent providing a concierge service. The establishment of any service account or relationship with a third party on behalf of our Clients is strictly between the Client and the third-party service provider.

The Client hereby absolves WSI Bell Digital of any liability related to the configuration of third-party services, including but not limited to any unintentional mistakes made during the setup process. This absolution of liability extends to any and all consequences that may arise from the relationship between the Client and the third-party service provider, recognizing that WSI Bell Digital does not assume responsibility for the ongoing relationship or the performance of the third-party services.

Clients are encouraged to review all terms and conditions provided by third-party service providers and to understand their rights and obligations within those relationships fully. WSI Bell Digital commits to conducting the configuration process with due care and in accordance with the instructions provided by the Client, but ultimate responsibility for the management and oversight of third-party relationships lies with the Client.

15. Website Design and Development

We strive for error-free websites but cannot guarantee this. The website remains WSI Bell Digital's property until full payment is made.

You guarantee that all materials provided for the website are rightfully Yours or You have permission to use them, indemnifying us against any related claims.

Our websites use industry best practices but are not guaranteed to meet specific accessibility certifications. If accessibility compliance is a requirement for your organization, please notify WSI Bell Digital in writing so that we may discuss appropriate measures and any associated costs.

16. Search Engine Optimization (SEO) and Content Writing Services

Client Responsibilities: Client agrees to provide WSI Bell Digital with all necessary information, access to digital assets, and feedback required to perform SEO and content writing services effectively.

Performance and Rankings: WSI Bell Digital will make every effort to improve the ranking of Client's website on search engines. However, due to the dynamic nature of search engine algorithms, WSI Bell Digital cannot guarantee specific ranking positions or immediate results.

Content Approval: Client will have the opportunity to review and approve all content before publication. Once approved, WSI Bell Digital will proceed with content distribution and optimization activities.

Intellectual Property: All content created by WSI Bell Digital for Client under this agreement will be the property of Client upon full payment for the services rendered. WSI Bell Digital retains the right to use completed works for promotional purposes unless specifically requested not to by Client.

Liability: WSI Bell Digital is not responsible for any indirect, incidental, or consequential damages arising from the SEO and content writing services provided. Client acknowledges that changes in search engine algorithms or digital marketing practices may require adjustments to the SEO strategy and content, which may not always result in immediate improvements in search rankings or website traffic.

17. Use of Artificial Intelligence and Automated Tools

17.1 Scope of AI Use

WSI Bell Digital utilizes artificial intelligence tools, automated software, and machine learning technologies (collectively, "AI Tools") as part of its standard workflow across all service areas, including but not limited to: content creation and editing, strategic planning and analysis, graphic design concepting, social media management, search engine optimization, data analysis and reporting, and marketing consulting. The use of AI Tools is integral to WSI Bell Digital's service delivery methodology and enables the Agency to provide efficient, data-informed, and high-quality deliverables.

17.2 Human Oversight

All AI-assisted work products are reviewed, refined, and approved by qualified WSI Bell Digital team members before delivery to the Client. AI Tools serve as aids to human expertise, not replacements for professional judgment. WSI Bell Digital maintains editorial control over all deliverables regardless of whether AI Tools were used in their creation.

17.3 Data Privacy and AI

WSI Bell Digital will not input Client's Confidential Information (as defined in Section 20), trade secrets, or Protected Health Information (as defined in Section 22) into publicly accessible AI tools without the Client's prior written consent. When AI Tools are used, WSI Bell Digital will employ commercially reasonable measures to protect Client data, including using enterprise-grade AI platforms with appropriate data handling agreements in place.

17.4 Intellectual Property and AI

All work products delivered to the Client, regardless of whether AI Tools were used in their creation, shall be subject to the Intellectual Property provisions of Section 19 of this Agreement. The Client acknowledges that AI-generated components within deliverables may not be eligible for copyright protection under current law, but the overall work product—as curated, edited, and compiled by WSI Bell Digital—constitutes original work.

17.5 Opt-Out

If the Client prefers that AI Tools not be used in the creation of any or all deliverables, the Client must notify WSI Bell Digital in writing. WSI Bell Digital will make commercially reasonable efforts to accommodate such requests; however, opting out of AI Tool usage may result in adjusted timelines and/or additional fees to account for the increased manual effort required. Any fee adjustments will be communicated to the Client in writing before implementation.

17.6 No Warranty on AI Accuracy

While WSI Bell Digital endeavors to ensure the accuracy and quality of all deliverables, the Client acknowledges that AI Tools may occasionally produce errors, inaccuracies, or content that requires correction. WSI Bell Digital's human review process is designed to catch and correct such issues, but WSI Bell Digital does not warrant that AI-assisted deliverables will be entirely free of AI-related errors.

17.7 Evolving Technology

The Client acknowledges that AI technology is rapidly evolving. WSI Bell Digital reserves the right to adopt new AI Tools or discontinue use of existing ones as the technology landscape changes, provided that such changes do not materially diminish the quality of services provided to the Client.

18. Work Completion and Approvals

A strong working relationship, with great communications and timely feedback, is critical to a strong partnership and quality deliverables. Clients are strongly encouraged to provide timely feedback to avoid disruptions and ensure the final website reflects their vision.

18.1 General Approval and Revision Process

Typically, work is deemed completed by WSI Bell Digital at the time it is delivered, approved by the Client, and, optionally, published. The approval process is integral to our scope of services, and timely responses from our Clients are key to success. If there is an unreasonable delay in providing written feedback or approval, the work will be deemed closed without further action. In some cases, the next phase of the project may continue, but only if it is independent of the prior task, or at the discretion of WSI Bell Digital.

18.2 Feedback and Revisions Process

Upon the delivery of work, Clients are notified via our project management tool and/or email from our delivery team. Clients are expected to review and respond with approval, feedback, or requests for revisions within the specified timeframe. WSI Bell Digital aims to facilitate prompt progress by setting clear expectations for these timelines.

Clients are entitled to a maximum of two (2) feedback revisions for each delivered piece of work, including website design, content, and other deliverables. Feedback must be provided in writing, ideally using redline updates or similar methods to indicate changes. This ensures that revisions are captured accurately and implemented effectively. For clarity and efficiency, certain Clients may prefer to conduct a review meeting with our team to discuss feedback, which we may permit at our discretion.

18.3 Website and Landing Page Development Projects

In the case of website projects, WSI Bell Digital reserves the right to proceed to the next phase without explicit approval if delays in Client feedback or approval threaten the project's timeline. This decision is made to maintain project momentum and ensure deadlines are met, especially when subsequent phases are independent of the prior task or when project milestones necessitate uninterrupted progression.

However, if WSI Bell Digital determines that moving forward without Client approval could impact the overall project quality or lead to discrepancies with Client expectations, we will take additional measures to ensure alignment with the original project scope. This might include re-evaluating timelines, adjusting project sequences, or holding back certain deliverables until necessary approvals are received.

If these measures are unsuccessful in resolving the issues caused by delayed Client feedback, WSI Bell Digital reserves the right to close the project without issuing a refund. This decision will only be made after reasonable efforts to secure the required approvals and with written communication to the Client explaining the reasons for closing the project.

18.4 Extension of Approval Timeline

Recognizing that certain projects may encounter unforeseen complexities or require additional deliberation, WSI Bell Digital reserves the right, at our discretion, to extend the approval and revision timeline. This extension will be considered only if the Client has been actively engaged and responsive throughout the review process.

Any decision to extend the timeline will be communicated and documented in writing, specifying the new deadlines and any conditions attached to the extension. WSI Bell Digital is committed to working collaboratively with our Clients to accommodate their needs while maintaining project momentum and ensuring the successful completion of work to the highest standards.

19. Intellectual Property Usage and Ownership

License and Use: Client is granted a non-exclusive, non-transferable license to use the intellectual property (IP) created by WSI Bell Digital as part of the services provided, solely for their business operations and in accordance with the terms of this agreement.

Ownership and Transfer Restrictions: Ownership of the intellectual property shall remain with WSI Bell Digital until all outstanding balances are fully paid. Upon full payment, ownership of custom-created deliverables (excluding third-party components, stock assets, and proprietary

tools) transfers to the Client. Until such payment is made, Client may not sell, transfer, or assign ownership of the IP to any third party.

Permission to Use: The continued permission for Client to use the licensed IP is at the sole discretion of WSI Bell Digital. WSI Bell Digital reserves the right to revoke this license and demand cessation of use of the IP if Client fails to comply with any terms of this agreement, including but not limited to the timely payment of fees.

Both parties will respect and protect each other's proprietary information. You grant WSI Bell Digital the right to use content developed for You for portfolio and promotional purposes, barring direct identifiers, unless You notify us otherwise in writing.

20. Confidentiality and Non-Disclosure

20.1 Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally, in writing, or electronically, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to: business strategies, marketing plans, financial data, customer lists, trade secrets, proprietary processes, analytics data, login credentials, and any information related to either party's business operations.

20.2 Obligations

The Receiving Party agrees to: (a) hold the Disclosing Party's Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except to employees, contractors, or agents who need to know such information to perform their obligations under this Agreement and who are bound by confidentiality obligations no less restrictive than those contained herein; and (c) not use Confidential Information for any purpose other than to fulfill its obligations under this Agreement.

20.3 Exceptions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure; (c) is rightfully obtained from a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

20.4 Required Disclosures

The Receiving Party may disclose Confidential Information to the extent required by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement (to the extent legally permitted) and reasonably cooperates with the Disclosing Party's efforts to seek a protective order or other appropriate remedy.

20.5 Return or Destruction

Upon termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information in its possession, except as required to be retained by law or for legitimate record-keeping purposes.

20.6 Survival

The obligations of confidentiality set forth in this Section shall survive the termination or expiration of this Agreement for a period of two (2) years.

21. Data Protection and Privacy

21.1 Data Handling

WSI Bell Digital will implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Client data from unauthorized access, use, or disclosure. These safeguards will be appropriate to the nature and sensitivity of the data being handled.

21.2 Data Collection and Use

In the course of providing services, WSI Bell Digital may collect, process, and store certain Client data, including but not limited to website analytics, marketing performance data, customer engagement metrics, and content materials. Such data will be used solely for the purpose of delivering the agreed-upon services and will not be shared with unrelated third parties without the Client's consent, except as required by law.

21.3 Security Breach Notification

In the event WSI Bell Digital becomes aware of a confirmed security breach affecting Client data, WSI Bell Digital will notify the Client in writing within seventy-two (72) hours of confirming the breach. The notification will include, to the extent known: (a) the nature of the breach; (b) the types of data affected; (c) the measures taken or proposed to address the breach; and (d) recommendations for the Client to mitigate potential harm.

21.4 Data Retention and Deletion

Upon termination of this Agreement, WSI Bell Digital will retain Client data for a period of thirty (30) days to facilitate transition. After this period, WSI Bell Digital will delete or securely destroy Client data in its possession, unless otherwise required by law or agreed upon in writing.

21.5 Compliance with Laws

Both parties agree to comply with all applicable data protection and privacy laws and regulations in the performance of this Agreement, including but not limited to the Texas Identity Theft Enforcement and Protection Act and, where applicable, the Health Insurance Portability and Accountability Act (HIPAA).

22. Healthcare Clients and HIPAA Compliance

22.1 Applicability

This Section applies to any Client that is a Covered Entity or Business Associate as defined under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). This includes, but is not limited to, hospitals, clinics, physician practices, and other healthcare providers.

22.2 General Obligation

WSI Bell Digital acknowledges that healthcare Clients may be subject to HIPAA and related regulations. WSI Bell Digital will not knowingly access, receive, transmit, or store Protected Health Information (“PHI”) or electronic Protected Health Information (“ePHI”) in the course of providing services under this Agreement, unless a separate Business Associate Agreement (“BAA”) has been executed between the parties.

22.3 Client Responsibilities

Healthcare Clients are responsible for ensuring that no PHI or ePHI is transmitted to WSI Bell Digital through any channel—including but not limited to website contact forms, email communications, social media platforms, document sharing, or analytics tools—unless a BAA is in place. The Client agrees to implement appropriate safeguards on its end to prevent the inadvertent disclosure of PHI to WSI Bell Digital.

22.4 Business Associate Agreement

If the scope of services requires WSI Bell Digital to access, receive, transmit, or store PHI or ePHI, the parties must execute a separate Business Associate Agreement prior to any such access or handling. The BAA will set forth the specific terms and conditions under which PHI may be handled, in compliance with HIPAA and the HITECH Act. Services requiring PHI handling will not commence until the BAA is fully executed.

22.5 Website Considerations for Healthcare Clients

For healthcare Clients, WSI Bell Digital will work with the Client to implement appropriate disclaimers on website contact forms and other data collection points, advising visitors not to submit PHI through the website unless appropriate safeguards are in place. WSI Bell Digital will use commercially reasonable efforts to configure website forms and data flows to minimize the risk of inadvertent PHI collection.

22.6 Limitation

Without a fully executed BAA, WSI Bell Digital assumes no liability for any PHI or ePHI that is inadvertently transmitted to or received by WSI Bell Digital. The Client acknowledges that WSI Bell Digital is a digital marketing services provider and not a healthcare provider, and that its standard services are not designed to handle PHI in compliance with HIPAA requirements.

23. Other Services Not Specified

Scope of Additional Services: Digital marketing is an expansive field, continually evolving with new technologies and strategies. Recognizing this, WSI Bell Digital offers a wide array of services to meet the diverse needs of our Clients. While this agreement outlines some of the primary services to be provided, it may not encompass the full range of capabilities available within our network.

Engagement of Additional Services: Should Client require digital marketing services not explicitly detailed in this agreement, we welcome the opportunity to discuss these needs. WSI Bell Digital is equipped to offer additional services, subject to separate negotiation and agreement. This ensures that Client has access to comprehensive solutions tailored to their specific requirements.

Request and Approval Process: Requests for additional services should be directed to WSI Bell Digital in writing. Each request will be evaluated on a case-by-case basis, considering our capacity, expertise, and the potential impact on existing commitments. Approval of additional services will be communicated in writing, along with any adjustments to fees, timelines, and terms necessary to accommodate the expanded scope of work.

Integration with Current Services: Our approach to integrating additional services is seamless, ensuring that all aspects of Client's digital marketing strategy are cohesive and aligned with their overall objectives. WSI Bell Digital will coordinate closely with Client to ensure that any new services complement and enhance the existing agreement.

24. Liability and Warranty

WSI Bell Digital offers services with reasonable skill and care, providing a thirty (30) day warranty on web projects, void if unauthorized modifications are made.

We are not liable for indirect losses or damages arising from our services. This agreement excludes other warranties beyond the expressed service performance guarantees.

24.1 Warranty Claim Process

If You encounter any issues with the services provided by WSI Bell Digital that You believe are covered under our 30-day warranty, please follow these steps to report the issue:

1. **Notification:** Contact us immediately upon discovering the issue. You can reach us via email at pamela@wsibelldigital.com. Please provide a detailed description of the problem, including when it was noticed and any specific circumstances or actions that led to its discovery.
2. **Documentation:** If possible, provide screenshots, error messages, or any other documentation that can help us understand the issue more clearly. This information will be crucial for our team to assess the problem and determine the appropriate course of action.
3. **Assessment:** Once we receive Your report, our team will promptly review the information provided and may contact You for further details or clarification. We aim to assess all warranty claims within five (5) business days of receipt.
4. **Resolution:** After evaluating the issue, we will inform You of our findings and outline the next steps. If the problem falls under our warranty, we will proceed with the necessary corrections or adjustments at no additional cost to You. We strive to resolve all warranty-related issues within ten (10) business days, and to Your satisfaction.

Please note, this warranty does not cover issues arising from unauthorized modifications, misuse, or external factors beyond our control. The warranty period begins on the date the service is delivered or goes live and lasts for thirty (30) days.

25. Indemnification

25.1 Client Indemnification

The Client agrees to indemnify, defend, and hold harmless WSI Bell Digital, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages,

losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) the Client's breach of this Agreement; (b) any materials, content, or information provided by the Client for use in the services; (c) any violation of applicable law by the Client; or (d) any claim by a third party related to the Client's products, services, or business practices.

25.2 WSI Bell Digital Indemnification

WSI Bell Digital agrees to indemnify, defend, and hold harmless the Client, its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) WSI Bell Digital's breach of this Agreement; (b) any claim that the services or deliverables provided by WSI Bell Digital infringe upon the intellectual property rights of a third party (excluding claims arising from Client-provided materials); or (c) WSI Bell Digital's gross negligence or willful misconduct in the performance of services.

25.3 Indemnification Procedures

The indemnified party shall: (a) promptly notify the indemnifying party of any claim; (b) provide the indemnifying party with reasonable cooperation in the defense of such claim; and (c) allow the indemnifying party to control the defense and settlement of such claim, provided that no settlement shall be made that adversely affects the indemnified party's rights without its prior written consent.

26. Limitation of Liability

26.1 Exclusion of Consequential Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

26.2 Cap on Direct Damages

THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CLIENT TO WSI BELL DIGITAL DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

26.3 Exceptions

The limitations set forth in this Section shall not apply to: (a) either party's indemnification obligations under Section 25; (b) breaches of confidentiality obligations under Section 20; (c) liability arising from a party's gross negligence or willful misconduct; or (d) the Client's payment obligations under this Agreement.

27. Termination

27.1 Termination for Convenience

Either party may terminate this Agreement at any time by providing the other party with thirty (30) days' written notice. Written notice may be delivered via email to the addresses specified in this Agreement or via certified mail.

27.2 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice of the breach; (b) becomes insolvent, files for bankruptcy, or has a receiver appointed for a substantial portion of its assets; or (c) engages in fraudulent or illegal activity related to this Agreement.

27.3 Effect of Termination

Upon termination of this Agreement:

- All outstanding invoices become immediately due and payable.
- WSI Bell Digital will cease all work in progress as of the effective date of termination.
- WSI Bell Digital will provide the Client with all completed deliverables for which payment has been received.
- Each party will return or destroy the other party's Confidential Information in accordance with Section 20.5.
- WSI Bell Digital will cooperate reasonably with the Client to facilitate an orderly transition of services, including providing access credentials, domain transfer assistance, and website files, provided all outstanding balances are paid in full.
- Any licenses granted under this Agreement for work not yet fully paid for shall terminate.

27.4 Transition Period

Following termination, WSI Bell Digital will provide a transition period of up to thirty (30) days during which the Client may request the transfer of: (a) website files and databases; (b) domain name registrations (where WSI Bell Digital is the registrant on behalf of the Client); (c) analytics and tracking accounts; (d) social media account access; and (e) any other digital assets created or managed under this Agreement. The transfer of assets is contingent upon payment of all outstanding balances.

27.5 Survival

The following Sections shall survive the termination or expiration of this Agreement: Section 19 (Intellectual Property), Section 20 (Confidentiality), Section 21 (Data Protection), Section 22 (HIPAA), Section 25 (Indemnification), Section 26 (Limitation of Liability), Section 29 (Governing Law), and this Section 27.5.

28. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from a Force Majeure Event. A "Force Majeure Event" means any event beyond the reasonable control of a party, including but not limited to: natural disasters (earthquakes, floods, hurricanes), epidemics or pandemics, acts of war or terrorism, government actions or restrictions, widespread internet or telecommunications

failures, cyberattacks affecting critical infrastructure, and disruptions to third-party platforms or services on which the performance of this Agreement depends.

The affected party shall provide prompt written notice to the other party of the Force Majeure Event and its expected duration. The affected party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as reasonably practicable.

If a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate this Agreement upon written notice to the other party, without liability for such termination.

29. Governing Law and Dispute Resolution

29.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

29.2 Informal Resolution

The parties agree to attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through informal negotiation within thirty (30) days of one party notifying the other in writing of the dispute.

29.3 Mediation

If the dispute is not resolved through informal negotiation, either party may initiate non-binding mediation before a mutually agreed-upon mediator in the State of Texas. The costs of mediation shall be shared equally between the parties. Each party shall bear its own attorneys' fees and costs associated with the mediation.

29.4 Litigation

If mediation is unsuccessful or if either party elects not to mediate, either party may pursue its claims in the state or federal courts located in the State of Texas. Each party hereby consents to the exclusive jurisdiction and venue of such courts.

29.5 Attorneys' Fees

In any legal action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing party.

30. Amendment of Terms

WSI Bell Digital reserves the right to amend or modify these Terms and Conditions to reflect changes in our services, applicable laws, or industry standards. Material amendments will be communicated to the Client in writing (via email or other agreed-upon communication method) at least thirty (30) days prior to taking effect.

Non-material amendments (such as corrections, formatting changes, or updates to contact information) may be made at any time and will be reflected on our website with an updated “Last Modified” date.

Continued use of WSI Bell Digital’s services after the thirty (30) day notice period for material amendments constitutes acceptance of the amended terms. Should the Client disagree with any material amendment, the Client may terminate this Agreement in accordance with Section 27 (“Termination”) within the thirty (30) day notice period without penalty.

31. General Provisions

31.1 Entire Agreement

This Agreement, together with any proposals, statements of work, and addenda executed by both parties, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

31.2 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties’ original intent.

31.3 Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party’s right to enforce that provision or any other provision in the future.

31.4 Assignment

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except that WSI Bell Digital may assign this Agreement to a successor entity in connection with a merger, acquisition, or sale of all or substantially all of its assets.

31.5 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when sent via email to the addresses specified herein or in the applicable proposal. For WSI Bell Digital, notices should be sent to: pamela@wsibelldigital.com.

31.6 Independent Contractor

WSI Bell Digital is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party has the authority to bind the other or incur obligations on behalf of the other.

31.7 Insurance

WSI Bell Digital maintains commercially reasonable professional liability (Errors & Omissions) insurance coverage appropriate for the services provided under this Agreement. Upon written request, WSI Bell Digital will provide the Client with a certificate of insurance.

32. Use of Services

By continuing to use our services, You are agreeing to these terms. You acknowledge understanding and acceptance of the outlined provisions for our engagement.

This Agreement is effective as of the date of the Client's signature on a service agreement or the Client's initial payment for services, whichever occurs first.

Acceptance and Signature

By signing below, each party acknowledges that it has read, understood, and agrees to be bound by the terms and conditions of this Master Service Agreement.

WSI BELL DIGITAL		CLIENT
<i>RP Bell Marketing, LLC</i>		
Signature		Signature
Printed Name		Printed Name
Title		Title
Date		Date