



Effective July 01, 2026. This Service Attachment for Managed Access Control Services supersedes and replaces all prior versions.

Service Attachment for Managed Search Engine Optimization and Content Marketing

This Service Attachment is between Provider (sometimes referred to as “we,” “us,” or “our”), and the Client found on the applicable Order (sometimes referred to as “you,” or “your,”) and, together with the Order, Master Services Agreement, Schedule of Services and other relevant Service Attachments, forms the Agreement between the parties the terms to which the parties agree to be bound.

The parties further agree as follows:

Provider will deliver only the Services itemized in the Services section of the Order. The following is a list of available Managed Services. Additional Services may be added only by entering into a new Order including those Services.

MANAGED SEARCH ENGINE OPTIMIZATION (“SEO”) SERVICES

If included in the Order, Provider will provide the following services:

- **Keyword Strategies** – Identifying and recommending relevant keywords that can drive traffic to identified web sites.
- **Content Development** – Creating and optimizing content to improve search engine rankings and engage visitors.
- **Optimization and Monitoring** -- Providing ongoing optimization efforts, including regular reporting on performance metrics, insights into Client’s web site health, and adjustments to the strategy as needed.
- **Cost Analysis** – Provider will evaluate strategies cost-effective solutions for Client.

MANAGED CONTENT MARKETING SERVICES

If included in the Order, Provider will provide the following services:

- **Copywriting** -- Drafting and revising content that communicates Client’s message, values, and offerings. This includes website copy, blog posts, articles, email newsletters, product descriptions, and advertising copy
- **Graphic Design**: Creating visual content assets that enhance the aesthetic appeal and effectiveness of marketing materials. This includes designing logos, brand identities, marketing collateral, social media graphics, infographics, presentations, and website visuals.
- **Video Production**: Creating video content for marketing, promotional, educational, or entertainment purposes. This includes various types of videos like explainer videos, product demonstrations, testimonials, interviews, tutorials, vlogs, and social media videos.

MONTHLY REVIEWS

An assessment of Client's key words and activity will be performed with the Client on a monthly basis.

ADDITIONAL CLIENT OBLIGATIONS

Access to Accounts

Client must provide access to all necessary accounts such as CMS, WordPress, social media channels, etc.

Timely Responses

Client must respond promptly to communications and set clear expectations with timelines.

Business Details

Client must provide all necessary business details for performing SEO, including top-selling services/products, local or global competitors.

Approval of Content

Client must approve published content to ensure it aligns with their brand and messaging.

Compliance

Client remains solely responsible for compliance with all relevant regulations such as FTC disclosure requirements, CAN-SPAM Act, GDPR, and CCPA3.

EXCLUSIONS

Provider is not responsible for failures to provide Services that are caused by the existence of any of the following conditions:

- **SEO Guarantees** -- Provider makes no guarantees for specific search engine rankings or traffic increases, as these can be influenced by many external factors
- **Data Loss** – Any data loss or corruption of any kind.
- **Licensing** – Unless otherwise specified in an Order, Provider is not securing licensing to any third-party content, including but not limited to images.
- **Legal Compliance** – Provider makes no recommendations regarding legal compliance (e.g., GDPR, ADA), which remain Client's sole responsibility.
- **Performance Metrics** -- Provider makes no guarantees for specific performance metrics, such as website speed or uptime, which can be affected by factors outside Provider's control.

Provider is also not responsible for failures to provide Services that occur during any period of time in which any of the following conditions exist:

- **Issue Management** - The time interval between the initial occurrence of a Service failure and the time Client reports the failure or issue to Provider.
- **Power Supply Malfunction** – Instances where an uninterruptable power supply (UPS) or power-protective equipment malfunctions and renders Provider unable to connect to the network.

- **Third-Party Criminal Activity** - Provider is not responsible for criminal acts of third parties, including but not limited to hackers, phishers, crypto-locker, and any network environment subject to ransom. You agree to pay ransom or hold provider harmless for any activity effecting network security on your environment related to third-party criminal activity. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.
- **Malware** - Provider is not responsible for any harm that may be cause by Client's access to third party application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, malware, viruses and similar mechanisms. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.

The following list of items are excluded from the scope of included Services, and may incur additional charges or require a separate billable project:

- **Licensing** - Licensing to images or other protected works.
- **Training Services** -- Any training service of any kind, unless otherwise agreed to in an Order.

TERM AND TERMINATION

Term

This Service Attachment is effective as of the Effective Date of the Order referencing the Services herein. Unless properly terminated by either party, this Attachment will remain in effect through the end of the term specified on the Order (the "Initial Term").

Renewal

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON AN ORDER FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE THEN-CURRENT RENEWAL TERM. ALL RENEWALS WILL BE SUBJECT TO PROVIDER'S THEN-CURRENT TERMS AND CONDITIONS.

Month-to-Month Services

If the Order specifies no Initial Term with respect to any or all Services, then we will deliver those Services on a month-to-month basis. We will continue to do so until one party provides written notice to the other party of its intent to terminate those Services, in which case we will cease delivering those Services at the end of the next calendar month following receipt such written notice is received by the other party.

Early Termination by Client With Cause

Client may terminate this Service Attachment for cause following sixty (60) days' advance, written notice delivered to Provider upon the occurrence of any of the following:

- Provider fails to fulfill in any material respect its obligations under the Service Attachment and fails to cure such failure within thirty (30) days following Provider's receipt of Client's written notice.
- Provider terminates or suspends its business operations (unless succeeded by a permitted assignee under the Agreement).

Early Termination by Client Without Cause

If Client has satisfied all of its obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, Client may terminate this Service Attachment without cause during the Initial or a Renewal Term (the "Term") upon sixty (60) days' advance, written notice, provided that Client pays Provider a termination fee equal to all discounts and concessions provided, plus fifty percent (50%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Term, based on the prices then in effect.

Termination by Provider

Provider may elect to terminate this Service Attachment upon thirty (30) days' advance, written notice, with or without cause. Provider has the right to terminate this Service Attachment immediately for illegal or abusive Client conduct. Provider may suspend the Services upon ten (10) days' notice if Client violates a third-party's end user license agreement regarding provided software. Provider may suspend the Services upon fifteen (15) days' notice if Client's action or inaction hinder Provider from providing the contracted Services.

Effect of Termination

As long as Client is current with payment of: (i) the Fees under this Attachment, (ii) the Fees under any Order for Off-Boarding, and/or (iii) the Termination Fee prior to transitioning the Services away from Provider's control, then if either party terminates this Service Attachment, Provider will assist Client in the orderly termination of services, including timely transfer of the Services to another designated provider. Client shall pay Provider at our then-prevailing rates for any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to our services. Provider will immediately uninstall any affected software from Client's devices, and Client hereby consent to such uninstall procedures.

Upon request by Client, Provider may provide Client a copy of Client Data in exchange for a data-copy fee invoiced at Provider's then-prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either party for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data on its systems or otherwise in its possession or under its control.

Provider may audit Client regarding any third-party services. Provider may increase any Fees for Off-boarding that are passed to the Provider for those third-party services Client used or purchased while using the Service.

Client agrees that upon Termination or Off-Boarding, Client shall pay all remaining third-party service fees and any additional third-party termination fees.