

Website Accessibility Solution Service Agreement

ADA Title 111 Compliance

• 1. LICENSE GRANT AND RESTRICTIONS

- 1.1 The Software. The commercial software products licensed to you hereunder are set forth in one of the following means: (a) in accordance with this Agreement; (b) in accordance with a purchase order executed between you and Company; or (c) in accordance with a purchase order executed between Company's authorized reseller (the "Reseller") and you (both purchase orders are collectively referred herein as the "Purchase Order"). Such software products, including any revisions, modifications, enhancements, updates and/or upgrades thereto (the "Software") are provided to you solely for the regular and standard purposes the Software is designed for, all in accordance with the terms set forth in this Agreement and the Purchase Order. The term "Software" also includes code, compilation of data, or visual display resulting from the operation of the Software, and any associated materials, equipment, systems, specifications, and Documentation defined below).
- 1.2 License. Subject to the terms and conditions of this Agreement and the payment of fees set forth in the ("**Appendix B**") as the case may be ("Fees"), Nu Digital Marketing Agency (or affiliates) hereto referenced the Company, hereby grants **Roseville Paralegal Roseville Ca.** accept the following license, as further set forth in the ("**Appendix B**") hereto attached.

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1.2.1. Subscription License: during the term specified in this Agreement ("**Appendix B**") hereto attached, an exclusive, non-transferable and fully revocable license to install, operate and use the Software solely for **Roseville Paralegal, CA Website** and for the number of facilities and/or domains that are set forth ("**Subscription License**"). www.rosevilleparalegal.com

1.3. Authorized Users. You may not allow access to the Software by third parties or anyone other than (i) your employees whose duties require such access or use; and (ii) your authorized consultants and subcontractors (excluding any direct competitors of the Company) while such access will be permitted only where such use is required as part of their performance of services on your behalf. You will ensure that your employees, consultants, and subcontractors comply with the terms of this Agreement and shall bear full responsibility for any harm caused to the Company for breach of the terms of the license by your consultants or subcontractors.

• 2. COMPLIANCE WITH ACCESSIBILITY STANDARDS; SOFTWARE FEATURES

- Following the completion of the full implementation services by the Company, the following will apply:
2.1 Your website shall comply with the following accessibility standards: (i) WCAG 2.1 AA, (ii) European standard EN 301549; (iii) US Section 508 standards; and (iiii) Israeli standard IL 5568 at level AA (the "**Standard**").

- 2.2 The following features, inter alia, shall apply to the Software (the "**Features**"):
 - 2.2.1. Compatibility with the following browsers: Edge, Safari, Chrome, Firefox.
 - 2.2.2. Compatibility with use on websites constructed in HTML5, and without code errors when checking the browser console; you must ensure that no code takes control of the keyboard, and that no JS clashes are created on the website.
 - 2.2.3. The Software only supports HTML tags and files.
 - 2.2.4. CAPTCHA forms on your website must conform with the Standard and is under your responsibility.
 - 2.2.5. The Software does not support SVG Flash or Canvas component.
 - 2.2.6. The Software does not support third party component services such as Frameset, i.frame virtual service representative, etc.
 - 2.2.7. Only IFRAME components operating under the same domain as the website can be made accessible.
 - 2.2.8. The Software does not support drag components.
 - 2.2.9. The Company is not responsible for any HTML code that is not conforming to the Standard or not written in conformity with the W3C standard.

- 2.3 The Company shall take commercially reasonable efforts by personnels to meet the Standard requirements all in accordance with technical measures as customary within the industry. Company shall have up to 60 business days to rectify any regulatory non-compliance issue from the day on which You provide Company with written notice regarding such non-compliance issue (the "Cure Period"). Without prejudice to other limitation of liability clauses in this Agreement, the Company shall not be liable for non-compliance issues which are resolved within the Cure Period, or which relate to matters which are in your responsibility as set forth in Sec. 3.2 below. You are required to promptly notify the Company in writing of any non-compliance issues that You are made aware of.

- **3. SERVICES RELATED TO THE SOFTWARE**

- 3.1 Unless indicated explicitly in a Purchase Order, this Agreement and/or its appendixes, the Company has no obligation to provide the following services: Software support and maintenance, Software delivery and installation.

- 3.2 Such services shall be provided to your designated website by the Company or by the relevant as the case may be, subject to the following:
 - 3.2.1. The website should be made to meet accessibility requirements in accordance with the website's existing templates, and in accordance with relevant accessibility regulations. You will be notified of the completion of the process of making the **website accessible by the appearance of a mark on the administration interface, pertaining to the website's pages/templates made accessible.**

- 3.2.2. Publishing an accessibility declaration (provided by the Company) and your organization’s accessibility arrangements are your sole responsibility to add to your website terms and conditions, in accordance with relevant accessibility requirements.
- 3.2.3. Upon completion of the accessibility implementation work, you may obtain additional accessibility services work from Company, as the case may be, for an extra charge for any addition of and/or update to templates and/or use of new technologies and/or change to the code and/or tags and/or selectors on which the website’s system is based (the “Changes to the Website”). You shall be solely responsible for the accessibility of any Changes to the Website, unless you acquired implementation services pertaining to such Changes to the Website.
- 3.2.4. You shall be, at all times, solely responsible for all the materials and content displayed on the website, including in matters concerning copyrights in and the accessibility of the content, documents, and media displayed on the website. You hereby expressly acknowledge that Company (if applicable) shall not be responsible for checking the Contents and/or their compliance With the law and/or for checking any accessibility certificates required for your website.
- 3.2.5. You may engage the services of an accessibility consultant or licensed service accessibility expert. Any accessibility reports by external consultants shall be handled for an additional charge.

- **4. CONSIDERATION**

- 4.1 The Fees and payment terms for the license granted under the Plan and/or any related services are specified in (“**Appendix B**”) hereto attached.

- **5. TITLE AND OWNERSHIP**

- 5.1 The Software and the Documentation are licensed and not sold. The Company and its licensors (if applicable) are and shall retain all rights, interests and ownership in and to the Software and the Documentation, including without limitation in and to any and all intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, improvements, revisions, derivative works and etc.) evidenced by or embodied in and/or attached/connected/related to the Software. This Agreement does not convey to you an interest in or to the Software but only a limited revocable right to use the Software, during the applicable license term, in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company’s intellectual property rights under any US or International laws. If you contact the Company or its Reseller with feedback data (e.g., questions, comments, suggestions or the like) regarding the Software (collectively, “Feedback”), such Feedback shall be deemed non-confidential, and the Company shall have a non-exclusive, worldwide royalty-free and perpetual license to use or incorporate such Feedback into the Software and/or other current or future products or services of the Company (without your approval and without further compensation).

- 5.2 Without derogating from the generality of the foregoing, the Software and all its parts and contents, including applications developed by Company or at Company`s request, are the Company`s sole property, even if any changes and adjustments are made for you, with or without consideration, and all the copyrights are reserved to Company. It is clarified that the license to operate and use the software for **Roseville Paralegal Roseville Ca.** website does not confer upon you any right in the software`s source code and/or grant it any access to the software application or grant it any access to the open or closed software code.

6. REPRESENTATIONS AND WARRANTIES, EXCLUSIONS AND DISCLAIMERS

- 6.1 Company`s Representations. The Company hereby represents to you as follows: (i) it has the full right, power and authority to grant the rights and licenses granted herein; (ii) it implements industry standard measures to ascertain that the Software does not contain any viruses, harmful components, illicit code, time-bombs, worms, Trojan horses, protect codes, data destruct keys, or other programming devices or code that might, or might be used to, access, modify, delete, damage, deactivate or disable any deliverables or other software, computer hardware, or data; (iii) all implementation and maintenance services will be performed in a professional and workmanlike manner and in compliance with all applicable laws and (iv) the Company shall take commercially reasonable efforts to meet the requirements and specifications stated in the Documentation.
- 6.2 Specific Exclusions. Without derogating from any general and/or specific exclusions of warranty set forth in this Agreement, no warranty and no liability shall be borne by Company in the following:
 - (i) repair, maintenance, or modification of the Software by persons other than authorized entities.
 - (ii) accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, abuse or misuse of the Software (in each case, unless caused by Company or its agents or representatives).
 - (iii) use of the Software other than in accordance with the Software`s manuals, specifications, Documentation and/or purpose; (iv) the combination of the Software with equipment and/or software not authorized or provided by the Company or otherwise approved by the Company in the Software`s Documentation;
 - (v) the Software being licensed for beta evaluation, testing or demonstration purposes;
 - (vi) if you do not follow the general guidelines set forth in Appendix B (which, for clarity purposes, are solely your responsibility and do not constitute any legal and/or other counsel).
- 6.3 DISCLAIMERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND THE COMPANY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

7. LIMITATION OF LIABILITY

- 7.1. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT PREJUDICE TO THE LIMITATION OF LIABILITY AS SET FORTH IN SECTION 2.3 ABOVE: (A) THE COMPANY OR ITS SUPPLIERS AND/OR LICENSORS AND/OR RESELLERS SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE INSTALLATION OF THE SOFTWARE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY THE COMPANY OR ITS RESELLERS AND/OR ANY USE OF OR INABILITY TO USE THE SOFTWARE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY THE COMPANY OR ITS RESELLERS, EVEN IF THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: AND (B) IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO THE COMPANY FOR THE SOFTWARE DURING THE THREE (3) MONTHS PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION AROSE. FOR CLARITY THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

- 7.2. The Customer's liability to the Company or any third party arising out of or in connection with this Agreement (including under any indemnity) shall at all times be limited in aggregate to an amount equal to the total fees paid under this Agreement ("Customer Liability Cap"). For clarity the Customer Liability Cap is cumulative and not per incident.

8. THIRD PARTY SOFTWARE

The Software is based on software which is developed and owned by the Company and/or its licensors. The Software may use or include third party software, files and components that are subject to open source and third-party license terms ("Third Party Components"). Your right to use such Third-Party Components as part of, or in connection with the Software is subject to any applicable acknowledgements and license terms accompanying such Third-Party Components contained therein or related thereto. If there is a conflict between the licensing terms of such Third-Party Components and this Agreement, the licensing terms of the Third-Party Components shall prevail in connection with the related Third-Party Components. Such Third-Party Components are provided on an "AS IS" basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. You hereby agree to such terms associated with the Third-Party Components. Under no circumstances shall the Software or any portion thereof (except for the Third-Party Components contained therein) be deemed "open source" or "publicly available" software.

9. CUSTOMER DATA

You hereby acknowledge that the Company does not collect any technical information of your system and computers. Nevertheless, the Software may collect, and transmit to you non-identifiable and anonymous for statistical purpose. For avoidance of any doubt, the Company shall continue to operate at all times in accordance with applicable data protection law.

10. TERM AND TERMINATION

- 10.1 Agreement Term. This Agreement is effective upon the first download, installation, operation and/or use of the Software and will remain in force during the Term (as defined below), unless earlier terminated in accordance with this Agreement. Subscription Licenses are period-based licenses that may be renewed for subsequent periods ("**Appendix B**") hereto attached will indicate the term of your applicable license, as well as the parties` rights to terminate the license and services (the "**Term**").
- 10.2 In addition, the Parties may terminate this Agreement on the following grounds: (i) termination by mutual written consent; (ii) by either Party upon written notice to the other Party if the other Party commits a material breach of this Agreement and fails to cure or remedy such breach within thirty (30) days after receiving written notice of such breach; or (iii) either Party may terminate this Agreement upon written notice to the other Party in the event that one or more of the following events occur(s): (a) appointment of a trustee or receiver for all or any part of the assets of the other Party. (b) insolvency or bankruptcy of the other Party; (c) a general assignment by the other Party for the benefit of creditor(s); or (d) dissolution or liquidation of the other Party. Notwithstanding the foregoing, any Fees paid to Company are non-refundable under any circumstances. This means that if you purchased a License for an extended period of time, such as for a year or for a three-year period, none of the Fees paid by you are refundable.
- 10.3 Effect of Termination. Upon termination of this Agreement: (i) all Subscription Licenses granted to **Roseville Paralegal Roseville Ca.**(in the event of termination of the Agreement in accordance with "**Appendix B**") hereto attached. (in the event of its specific termination), as the case may be, shall expire, and you shall no longer be permitted to use the Software; and (ii) any sums and/or Fees paid by you before the date of termination are non-refundable, and you shall not be relieved of your duty to discharge in full all due sums owed to the Company under this Agreement, which sums shall become immediately due and payable on the date of termination of this Agreement.
- 10.4 Survival. Any right, obligation or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

• 11. CONFIDENTIALITY

Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, whether written or oral, and any other

information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the “Confidential Information”). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party’s Confidential Information from disclosure to a third party. Neither Party shall use or disclose the Confidential Information of the other Party except as expressly permitted under this Agreement or by applicable law. All right, title, and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party. Neither Party shall have an obligation under this Agreement to maintain in confidence any information that (i) is in the public domain at the time of disclosure, (ii) though originally Confidential Information, subsequently enters the public domain other than by breach of such Party’s obligations hereunder or by breach of another person’s or entity’s confidentiality obligations, (iii) is shown by documentary evidence to have been known by such Party prior to disclosure to such Party by the discloser; or (iv) is independently developed by such Party without reference to Confidential Information.

- **12. REFERENCE CUSTOMER**

Solely with your written agreement obtained in advance, you agree that the Company may identify you as a user of the Software in sales presentations, promotional/marketing materials, and press releases. The Company shall not acquire any right or license in the Customer’s trademark, copyright or other intellectual property.

13. RIGHT TO CHANGE THESE TERMS AND CONDITIONS

The Company may change any or all of the provisions of this Agreement only with your agreement, obtained in writing in advance. The company shall inform you of any such change in advance. You are hereby required to periodically review these terms and conditions. Notwithstanding the foregoing, you are not permitted to unilaterally change any or all of the provisions of this Agreement.

14. MISCELLANEOUS

This Agreement shall be construed and governed in accordance with US law (with no regard to conflict of law provisions) and the competent courts of South Dakota, USA shall have exclusive jurisdiction in any conflict or dispute arising out of this Agreement. Any Conflicts must seek mediation first to try solving any disputes that may arise between the Parties. This Agreement represents the complete agreement concerning the license granted herein and the subject matter hereof supersedes any prior written or oral agreements. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the maximum extent necessary to make it enforceable. This Agreement shall be binding upon the respective heirs, beneficiaries, legal or personal representatives, successors and permitted assigns of the Parties. You may not assign your rights or obligations under this Agreement without the prior written consent of the Company, and any attempt by you to so assign, shall be deemed null and void. The Company may assign its rights and or obligations under this Agreement, without your prior written consent. Notwithstanding the foregoing, you may transfer or assign any

of your rights and/or obligations under this Agreement without obtaining the consent of the Company, in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of your assets or similar transaction of such assigning Party. Neither Party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by circumstances beyond the reasonable control of a Party to this Agreement including without limitation act of God, government or local government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion, bank strike or industrial dispute.

APPENDIX A

MAINTENANCE SERVICES

The Company shall provide the following maintenance services during the term of your valid license (collectively, the “**Maintenance Services**”):

- Maintenance and support services during business hours 9:00am-5:00pm (CT)
- Maintenance services include telephone assistance, accessibility issues, and malfunctions reporting.

Response is given by telephone and/or email. For this purpose, “malfunction” – material nonconformity of the Software with the description thereof contained in its accompanying documentation. Company shall make commercially reasonable efforts to operate the Software and/or system services properly and without any technical malfunctions or disruptions. However, interruptions and malfunctions in the operation of the Software and/or the system may sometimes exist, which are beyond the control of the Company and/or caused by improper use of the Software by you. You shall have no claim, demand or suit against the Company with respect to any such malfunction or interruption, including for any damage caused, directly or indirectly, by such interruptions or malfunctions. In addition, updates to the software or updated versions thereof, including enhancements and additions, shall be provided from time to time by the Company, at its discretion. The service shall be provided during Company regular working hours, excluding holidays.

- Software upgrades for the duration of the license.
- Maintenance services include version updates in accordance with changes in accessibility standards.
- Provision of a professional opinion by an accessibility expert on our behalf in cases of exemption.
- Response times for service call: Up to 2 working days. Response times for a severe service call: 24 hours.
- Monitoring system to evaluate accessibility of the site for discrepancies and gaps. The monitoring system may conduct a one-time monitoring process or periodical monitoring processes to improve the accessibility of the site, by the sole discretion of the Company. You acknowledge that nothing in this monitoring process shall indicate the site’s compliance with any law requirements.
- Ongoing operation of the website (after module implementation is complete) is solely your responsibility. In the case of adding new components/templates to the website, it is possible to get future accessibility services. Such services may be subject to additional fees.

APPENDIX B

FEE AND PAYMENT SCHEDULE TERMS AND CONDITIONS

ADA Title 111 Compliance

SERVICE AGREEMENT NUMBER # ADA100122RP

The following sets forth Nu-Digital Marketing Agency, LLC (NDMA) fees and payment(s) schedule for services to be performed for Client named under the terms and conditions set forth in the Service Agreement referenced:

1. Service Commencement: NDMA will commence its Services once this agreement has been endorsed and been received by NDMA.

2. Set up fee \$380.00

Ongoing Service Fee: Client agrees to pay NDMA a Service Fee of **\$25.00** per-month for a period of twelve-months (12). **Beginning on October 01, 2022, and Ending on September 30, 2023**

3. Payments and Invoices: NDMA will provide invoices at Client request (only) for NDMA services to be performed as set forth in Appendix "A" of NDMA Service Agreement attached hereto prior to Client next service period. Payments are to be paid and received by NDMA before the beginning of each service period. Payments must be paid within 5 days of invoice issue date. If company shuts down their service for client failure to pay company will charge a re-instate fee \$150.00

4. Pay
Payment Methods: Acceptable methods of payment(s) to NDMA are: PayPal, (Visa, MasterCard, American Express) Business Check, Certified Check, Bank Draft, Wire Transfer, or Postal Money Order, Auto Pay. Client will be charged a \$50.00 for all returned checks, plus additional fees and penalties may also apply. Late charges of 1 ½% per month with a late fee of \$50.00

5. Termination and Agreement Renewal: In the event Client fails to make timely payments for the continuation of services to be performed under NDMA Service Agreement with Client, NDMA may, at its sole discretion, terminate the Service Agreement with Client. NDMA will not be liable for any alleged damages as a result of such termination. In the event of termination NDMA Service Agreement due to Client failure to pay for Services to be performed.

a. Termination of this service agreement must be in writing either by email or certified mail 30 days prior to Ending Date **September 30, 2023** Section 2 above. _____ (Client)

b. This agreement shall automatically renew under the same terms and conditions unless otherwise noted, if client **Does not terminate agreement in writing in section (a)** _____ (Client)

c. In the event of termination of this Agreement, all rights hereunder shall terminate on the effective date **September 30, 2023**, section 2 above, of such termination, except that the termination shall in no way relieve the Client from the obligation to pay any sums accrued hereunder. **_____ (Client)**

If termination occurs the Renewal of Service will only be resumed after a new Agreement is consummated between NDMA and Client and resumption set-up fee of \$350.00 is received by NDMA.

6. IN WITNESS WHEREOF we the undersigned acknowledge the receipt of a completed copy of this instrument:

Michael Peterson, COO Date: **08.29.2022**

(signature)

For: Nu Digital Marketing Agency, LLC.

Sioux Falls, South Dakota

_____ Date _____

(signature)

For: **Rosevile Paralegal Roseville**

Roseville, California