

# Master Service Agreement

By accepting services and proof of signed SOW. The following is accepted as a master service agreement.

NOWTHEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## AGREEMENT

### 1. DEFINITIONS

1. "Client-Provided Materials" means the materials, designs, photos, drawings, renderings, strategy, and technology owned, authorized for use, or otherwise legally controlled by Client that Agency reasonably requires to perform the Services.
2. "Deliverables" means the website, design, development, hosting, and marketing services provided by Agency.
3. "Agency Materials" means Agency's pre-existing or preparatory materials created by Agency including but not limited to ideas, sketches, initial copy, concepts, proof of concepts, artwork and type, proprietary information, data, technology, methods and methodologies, software code, documentation, tools, software and interfaces, trade secrets, works of authorship, intellectual property, and other proprietary materials, and all other information, inventions, materials, data, software, hardware, technology, trademarks and works of authorship, (collectively "Agency Materials") whether protected by Intellectual Property Rights held by Agency or not, or used by Agency in the performance of the Services. The definition of Agency Materials does not include Third-Party Materials, except to the extent that Agency Materials exist in such Third-Party Materials.
4. "Intellectual Property Rights" means any and all now known and hereafter existing (a) copyrights, and copyrightable works of authorship, exploitation rights, moral rights and mask work rights, (b) trademark, trade name and service mark rights, (c) trade secret rights, including, without limitation, all rights in Confidential Information and proprietary rights whether arising by law or contract, (d) patent rights, patentable inventions and processes, designs, algorithms and other industrial property rights, and (e) other intellectual and industrial property and proprietary rights of every kind and nature throughout the world, whether arising by operation of law, by contract, by license or otherwise.
5. "Services" means software development services, graphic design services, including but not limited to website development, logo, visual communications, print media, signs, cards, brochures or other communication designs or layouts, any portion of which or all of which is performed by Agency pursuant to this Agreement.
6. "Third-Party Materials" means proprietary information, concepts, artwork, type, data, technology, methods and methodologies, software, hardware, documentation, tools, software and interfaces, trade secrets, works of authorship, trademarks and other proprietary materials of a party other than Agency or Client.

### 2. CLIENT DUTIES

1. Client-Provided Materials and Information. Client will provide Agency with the Client-Provided Materials as well as assistance and information reasonably requested by Agency to perform all work required under this Agreement. Client acknowledges and agrees that Client owns, is authorized to use, or otherwise legally controls the Client-Provided Materials and information
2. Content. Client is responsible for all content. Client is legally responsible for all information, data, text, photographs, graphics, video, messages or other materials ("Content") uploaded, posted or stored

through Client's use of this website and/or the Services. Client grants Developer a worldwide, royalty-free, non- exclusive license to host and use the Content in order to provide the Services. Client agrees not to use the Services for any illegal purpose or in violation of any applicable local, state, federal or international law. Client must provide all required and appropriate warnings, information and disclosure. Client is encouraged to archive the Content regularly and frequently. Client is responsible for any Content that may be lost or unrecoverable through the use of the Services. Client agrees not to use the Services to upload, post, distribute, publish, reproduce, engage in or transmit any of the following, including but not limited to:

1. Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation, conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
2. Content or data that would impersonate someone else or falsely represent Client's identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third-party without their consent (or a parent's consent in the case of a minor);
3. Except as otherwise permitted by Agency in writing, advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
4. Virus, trojan horse, worm or other disruptive or harmful software or data; and
5. Any information or Content which is not legally the Client's and may be protected by copyright or other proprietary right, or derivative works, without permission from the copyright owner or intellectual property rights owner.

Agency and Client agree that Agency has the sole discretion to immediately remove, delete, terminate or prevent any Client uploads, posts, distributions, publications, reproductions, or transmissions that Agency deems to be in violation of Section 2.2 (2.2.1 through 2.2.5).

### 3. INTELLECTUAL PROPERTY RIGHTS

1. Client-Provided Materials. Client hereby grants Agency a royalty-free, non-exclusive, non- transferable license to use and modify the Client-Provided Materials, solely in order for Agency to perform the Services and develop and prepare the Deliverables. Client hereby represents and warrants that to the extent Client provides to Agency any Client-Provided Materials, Client will have obtained all necessary permissions, licenses, and consents and will have the authority to provide such Client-Provided Materials to Agency, in accordance with Section 2.1.
2. Agency's Use of Deliverables for Advertising and Marketing. Subject to the confidentiality protections in [Section 13](#), Client grants Agency the right to show images and a description of the deliverable for sales and marketing purposes. Client also agrees to permit its name to appear on client lists used by Agency for sales and marketing purposes. Client warrants and represents that Client owns or otherwise controls the rights to the Content and grants Agency a worldwide, royalty-free, non-exclusive license to (i) host, use, reproduce, modify, distribute, transmit, combine with information provided by third-parties, and publicly display the Content on and through the Service and in promotional or advertising materials, and (ii) sublicense to third-parties such Content to the extent necessary for the creation and maintenance of, in part or in whole, such Services and materials. Client also grants Agency the right to link Agency's website to any website that Agency develops on behalf of Client.
3. Client's Rights to Use the Services and Restrictions. The Services are protected by copyright, trade secret, and other intellectual property laws. Client is only granted the right to use the Services as expressly provided below, and Agency reserves all other rights in the Services not granted to Client expressly in writing here. As long as Client meets any applicable payment obligations and companies with this

Agreement, Agency grants to Client a personal, limited, non-exclusive, non-transferable, non-sublicensable right to use the Services, subject to the provisions of this Agreement, only for the period of use provided in the Terms, and only for the purposes described by Agency on the website for the Services.

4. Usage Restrictions. Client agrees not to use the Services or the Content in a manner that violates any applicable law, regulation or this Agreement. Client agrees not to:
  1. Provide access to or give any part of the Services to any third-party.
  2. Reproduce, duplicate, copy, deconstruct, sell, trade or resell the Services.
  3. Attempt to access any other systems provided by Agency that are not part of these Services.
  4. Excessively overload the systems or the services provided by Agency, including but not limited to bandwidth and storage.

If Client violates any of these terms and/or this Agreement Client's right to use the Services may be immediately terminated by Agency in its sole discretion

#### 4. COPYRIGHT AND TRADEMARK NOTICES.

1. All components of the Services and related materials, and any Software provided by Agency as part of the Services (as well as the organization and layout of the Services) and all intellectual property rights therein are owned or licensed by Agency, its affiliates or its suppliers. Reproduction, distribution, or transmission of the copyrighted materials related to the Services, which includes the Agency's websites or additional websites or any co-branded websites and any Software, is prohibited without the written permission of Developer. Any rights not expressly granted herein are reserved. Interstellar Digital, interstellardigital.com, the Interstellar Digital logo, and other Interstellar Digital trademarks, logos and product and service names are trademarks of Interstellar Digital LLC.

#### 5. FEEDBACK.

1. Agency may freely use Client feedback. Client agrees that Agency may use feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. Client grants Agency a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use Client provided feedback in any way.

#### 6. EXPORT RESTRICTIONS

1. Client acknowledges that the Services, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. Client agrees to comply with these laws and regulations, and will not export or re-export the Services, or any part of the Services, in violation of these laws and regulations, directly or indirectly. The obligations under this section shall survive any termination or expiration of this Agreement or Client's use of the Services.

#### 7. MONITORING.

1. Agency may monitor Client's content from time to time. Agency may, but has no obligation to, monitor content on the Services. Agency may disclose any information necessary or appropriate to satisfy Agency's legal obligations, protect Agency or its clients, or operate the Services properly. Agency, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, illegal, or in violation of these this Agreement.

#### 8. HOSTING AND SUPPORT

1. If the Client opts to host its website with Interstellar Digital, the following Hosting Terms & Services apply. Interstellar Digital will host Customer's website on Amazon Web Services servers or proprietary

server whichever deemed best, subject to and in accordance with the terms of the Website Agreement and such hosting policies, procedures and specifications as Interstellar Digital may, by written notice to you, establish from time-to-time. Hosting will commence on site launch and is on a month to month fee schedule of \$50.00 which will automatically renew on the same day of each subsequent month. If payment is not received within 10 calendar days of notice, Interstellar Digital will charge interest at an annualized rate of 10% per day, or the highest rate allowed by law, whichever is lower, until payment information is received. Interstellar Digital reserves the right to terminate service for delinquent payment. If the Client has selected a package, hosting services are automatically assumed.

2. **Backups.** Interstellar Digital will perform a nightly backup of Customer site. Backups are intended only to recover from system failure. The system backups are not intended for restoration of files to Customer site. A fee of \$100.00 may be charged should Customer require any files from system backup. Backups will be stored for up to 30 days.
3. **Exports.** Interstellar Digital will provide one (1) export of site data, content and necessary files. A site export includes all content and site files excluding any add-ons that require a monthly fee, or any Third-Party paid plugins (Gravity Forms or Slide Deck; as our license is non-transferable). If more than one (1) export is requested Interstellar Digital will provide these at a rate of \$250 per export.
4. **Guarantees.** Interstellar Digital guarantees 99.9 percent uptime for hosting. In the event of downtime, Interstellar Digital will credit the Client a pro-rated percentage based on down time. The credit will be applied to the Client's next month's invoice. This credit shall be the Client's sole and exclusive compensation for any downtime or other unavailability of hosting under this Agreement. Interstellar Digital shall have no liability of any kind for any damages or loss arising as a consequence of such downtime or unavailability.

## 9. ADDITIONAL PRODUCTS, SERVICES AND TERMS

1. **Additional Agency Services.** Client may be offered Additional Agency Services. If Client decides to use any of these Additional Agency Services, additional terms and conditions and separate fees may apply. Client acknowledges that some Additional Agency Services require uploading or entering data from Client's account such as names, addresses and phone numbers, purchases, and sales among others, to the Internet. Client grants Agency permission to use information about Client's business and experience to help Agency provide the Additional Agency Services, including updating and maintaining Client's data, addressing errors or service interruptions, and enhancing the types of data and services Agency may provide in the future. Agency may use this data to improve services and to compare business practices with other company standards. Agency may use Client's data to create, market or promote new Agency offerings to Client and others. Client also grants Agency permission to share or publish summary results relating to research data and to distribute or license such data to third-parties.
2. **Third-Party Services.** Agency may tell Client about third-party products or services. If Client decides to use any Third-Party Products or access any Third-Party Sites, Client is responsible for reviewing the third-party's separate product terms, website terms and privacy policies. Client agrees that the third-parties, and not Agency, are responsible for their product's performance and the content on their websites. Agency is not affiliated with these Third-Party Products or Third-Party Sites and has no liability for them.
3. **Communications.** Agency may be required by law to send Client communications about the Services or Third-Party Products. Client agrees that Agency may send these communications via email or by posting them in the Administrative section of Client's website.

## 10. WARRANTIES

1. **Agency Warranty.** Agency warrants for the duration of the support period as outlined in the Service Editor that the Services provided hereunder will be performed in a professional manner. Agency warrants that the Deliverables will be the original work product of Agency (except to the extent agreed in writing by Client) and, warrants that, to the best of Agency's knowledge, no Deliverable delivered to Client hereunder shall infringe on any third-party patent, copyright or other Intellectual Property Right.

THE FOREGOING LIMITED WARRANTY IS AGENCY'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLES, IS MADE FOR THE BENEFIT OF CLIENT ONLY, AND IS IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

## 11. INDEMNIFICATION

1. Scope. Agency will defend, indemnify and hold Client and its directors, officers, agents, representatives, members, managers, employees, successors and assigns, harmless from and against any and all costs, damages, claims, suits, actions, liabilities, losses and judgments, based upon (a) a claim of personal injury, death, or damage to Client's tangible property resulting from the negligence or willful misconduct of Agency or its agents; or (b) a claim that the process utilized by Agency in creating the Deliverables infringes on the Intellectual Property Rights of a third-party. Client will defend, indemnify and hold Agency and its directors, officers, agents, representatives, members, managers, employees, successors and assigns, harmless from and against any and all costs, damages, claims, suits, actions, liabilities, losses and judgments, based upon a claim of personal injury, death, or damage to Agency's or a third-party's tangible property resulting from the negligence or willful misconduct of Client or its agents.
2. Procedure. If any claim or action (a "Claim") is commenced against a Party for which indemnification is sought under this Section (the "Indemnified Party"), the Indemnified Party will give written notice to the other Party (the "Indemnifying Party") within a reasonable time of its receipt of notice of such Claim. If the Indemnifying Party is obligated under this Section to defend the Indemnified Party against such Claim, then the Indemnifying Party will take control of the defense and investigation of the Claim, with counsel reasonably acceptable to the Indemnified Party. The Indemnified Party will cooperate in all reasonable respects in such investigation and defense; and may participate in the defense with counsel of its choosing, at its own expense. The Indemnifying Party will not enter into the settlement of any Claim without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld or delayed.

## 12. LIMITATIONS ON LIABILITY

1. THE MAXIMUM LIABILITY OF AGENCY, ITS MANAGING MEMBERS AND OFFICERS TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO AGENCY HEREUNDER FOR THE PORTION OF THE SERVICES GIVING RISE TO ANY CLAIM. IN NO EVENT WILL EITHER PARTY, ITS MANAGING MEMBERS AND OFFICERS BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY, FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY INCLUDING BREACH OF WARRANTY OR CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND PRODUCT LIABILITY) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 13. CONFIDENTIALITY

1. Confidential Information. Each party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other party (the "Receiving Party") certain information regarding the Disclosing Party's business, including, without limitation, technical, marketing, financial, employee, planning and other confidential or proprietary information, which information is either marked as confidential or proprietary (or bears a similar legend) or which a reasonable person would understand to be confidential given the circumstance and nature of the disclosure ("Confidential Information"), and whether disclosed orally or in writing. Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure as shown by credible evidence; (ii) before or after it has been disclosed to the Receiving Party, enters the public domain, not as a result of any action or inaction of the Receiving Party; (iii) is approved for release by written authorization of the Disclosing

Party; (iv) is disclosed to the Receiving Party by a third-party not in violation of any obligation of confidentiality; or (v) is independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party, as evidenced by such party's written records.

2. Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than performing its obligations or exercising its rights under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to Receiving Party's employees, agents, directors, officers, auditors, regulators and contractors on a "need to know" basis, provided such persons are under a contractual obligation with Receiving Party to maintain the confidentiality of such Confidential Information, which obligation is consistent with, and no less protective of Confidential Information, than the terms of this Section 13. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Notwithstanding the foregoing, Confidential Information may be disclosed as required by law or by order of a court of competent jurisdiction. In such event and if reasonably possible under the circumstances of disclosure, the Receiving Party will provide the Disclosing Party with prompt prior notice of such obligation in order to permit the Disclosing Party an opportunity to take legal action to prevent or limit the scope of such disclosure, including the opportunity to seek a protective order. Unauthorized disclosure or use of the Disclosing Party's Confidential Information may cause irreparable harm to the Disclosing Party for which recovery of money damages would be inadequate; consequently, the Disclosing Party shall be entitled to timely injunctive relief to protect its rights under this Section 13, without the necessity of posting a bond therefore, in addition to any and all remedies available at law or in equity.

#### 14. TERMS AND TERMINATION

1. Duration of Term. The initial term of this Agreement commences on the Effective Date and shall continue until the Services are completed, unless terminated earlier as provided herein.
2. Termination – Generally and for Cause. This Agreement may be terminated by Developer or Client at any time, for any reason or for no reason, upon thirty (30) days' prior written notice to the other party, or by either party upon ten (10) days prior written notice if the other party breaches or fails to perform any material term hereof and the breaching party fails to cure such breach within the ten (10) day period. Either party may terminate this Agreement if the other party discloses or misuses Confidential Information in breach of Section 13. Upon termination or expiration of this Agreement for any reason, all Services will immediately terminate and all charges for Services performed prior to the date of termination will become immediately due and payable.

#### 15. GENERAL

1. Independent Entities. The parties are separate independent entities, and nothing herein is intended or will be construed as creating a partnership, employment, joint venture or agency relationship between the parties.
2. Assignments. Agency may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third-party without prior written consent of Client (such consent not to be unreasonably withheld). Any attempted assignment or transfer in violation of the foregoing will be void. Client may assign all of its rights and delegate all of its obligations hereunder to an entity assuming all of such rights and obligations, without consent of Agency, in the event of Client's merger, change of control, reorganization, or acquisition of all or substantially all the assets or business to which this agreement relates.
3. Governing Law and Venue. This Agreement will be governed by the laws of the State of Wyoming in the United States of America, without giving effect to the choice or conflicts of law provisions of any jurisdiction to the contrary. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a federal court seated in Sheridan, Wyoming or in state court of competent jurisdiction seated in Sheridan County, Wyoming, and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding. If any legal action is brought to

enforce this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees, costs, and other expenses, in addition to any other relief it may be entitled to receive.

4. **Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
5. **Severability.** If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.
7. **Price Changes.** Prices of all subscriptions, products, and Services, including but not limited to monthly subscription plan fees, are subject to change upon 60 days notice from Agency to Client. Such notice may be provided at any time as outlined in Section 9.3.
8. Client acknowledges and agrees that Agency may retain an independent contractor to provide content work on behalf of Agency.

## 16. SERVICE EDITOR OFFERINGS, PROFESSIONAL SERVICES AND FEES

1. A current, exhaustive list of all of the services offered and performed by Interstellar Digital LLC is attached for separate Client approval. Accepting the Services and Fee Schedule Agreement, the Client agrees to those deliverables and pricing through distinguished documentation. Prices of all subscriptions, products, and Services, including but not limited to monthly subscription plan fees, are subject to change upon 60 days notice. Such notice may be provided at any time as outlined in Section 9.3. Approval of that documentation, the Client hereby engages Agency to provide the services selected by Client, as shown in the issued invoice and Client will pay to Agency the fees for Accepted Deliverables in accordance with the payment schedule set forth.

## 17. TERMS, CONDITIONS AND PAYMENT\* As replicated in the Services and Fee Schedule Agreement

1. If the Client selects a monthly package with both website and marketing services, the Client agrees that this agreement will auto renew monthly on the date of contract execution. Interstellar Digital will automatically charge the credit card on file on the renewal date. If the agreement is canceled within the first 12 months of the agreement, the Client has the option to 1. buy out the remaining balance on the account or 2. forfeit all website assets including: designs, content, form submissions, and website code. If the Client chooses to buy out the remaining months on their agreement, up to 12 months, the Client will receive a full copy of their website, including: designs, content, form submissions and website code. Interstellar Digital will schedule the Marketing Growth and Development Consultation meeting once this Agreement has been executed and payment has been received. Interstellar Digital will schedule project deliverable dates at the Marketing Growth and Development Consultation. If the Client does not adhere to the milestones outlined by the Interstellar Digital team at the Marketing Growth and Development Consultation, the expected deliverable dates may be adjusted accordingly. The Initial monthly payment is due upon execution of this agreement. Interstellar Digital will automatically charge the card on file in the amount of the selected package on the date of agreement execution. If payment is declined for 2 consecutive months, Interstellar Digital reserves the right to void this agreement, as outlined in section 14.2 Terminations - Generally or for Cause in the Website Agreement. The Client can opt to pay by check. In that event, Interstellar Digital will automatically invoice the Client one month prior from the payment due date. If payment isn't received, Interstellar Digital reserves the right to void this agreement, as outlined in section 14.2 Terminations - Generally or for Cause in the Website Agreement.
2. If the Client selects a monthly package with only marketing, no website services, the Client agrees that this agreement will auto renew monthly on the date of contract execution. Interstellar Digital will automatically charge the credit card on file on the renewal date. Interstellar Digital requires 30 days advanced notice for cancellations. Interstellar Digital will schedule the Marketing Growth and

Development Consultation meeting once this Agreement has been executed and payment has been received. Interstellar Digital will schedule project deliverable dates at the Marketing Growth and Development Consultation. If the Client does not adhere to the milestones outlined by the Interstellar Digital team at the Marketing Growth and Development Consultation, the expected deliverable dates may be adjusted accordingly. The Initial monthly payment is due upon execution of this agreement. Interstellar Digital will automatically charge the card on file in the amount of the selected package on the date of agreement execution. If payment is declined for 2 consecutive months, Interstellar Digital reserves the right to void this agreement, as outlined in section 14.2 Terminations - Generally or for Cause in the Website Agreement. The Client can opt to pay by check. In that event, Interstellar Digital will automatically invoice the Client one month prior from the payment due date. If payment isn't received, Interstellar Digital reserves the right to void this agreement, as outlined in section 14.2 Terminations - Generally or for Cause in the Website Agreement.

3. If the Client selects an add-on service or single project service. Interstellar Digital will automatically charge the credit card on file for the total project cost on the date of contract execution. If payment is declined, Interstellar Digital reserves the right to void this agreement, as outlined in section 14.2 Terminations - Generally or for Cause in the Website Agreement. The Client can opt to pay by check. In that event, Interstellar Digital will automatically invoice the Client one month prior from the payment due date. If payment isn't received, Interstellar Digital reserves the right to void this agreement, as outlined in section 14.2 Terminations - Generally or for Cause in the Website Agreement. As it pertains to one-time project-based services and add-on services. If the total project cost exceeds \$1,500.00 the Client has the option to break up the payment into 2 payments of 50% of the total cost per payment, this payment plan excludes packaged services. Should the Client elect to break up the payments, 50% of the total cost of the project will be automatically charged to the credit card on file on the date of contract execution. The remaining 50% will automatically be charged to the credit card on file on the anniversary date of the contract execution 1 month following the original agreement acceptance and initial installment. The Client may opt to make these payments by check. In that event, Interstellar Digital will automatically invoice the Client one month prior from the payment due date. If payment isn't received, Interstellar Digital reserves the right to void this agreement, as outlined in section 14.2 Terminations - Generally or for Cause in the Website Agreement.

#### 18. MUTUAL WARRANTY

1. Both parties represent and warrant that they have the legal power to accept and enter into this Agreement; that the signatory hereto has the authority to bind the applicable organization; and when accepted, this Agreement will constitute the legal, valid, and binding obligation of each party, enforceable in accordance with its terms.

#### 19. ENTIRE AGREEMENT

1. This Agreement and the Services and Fee Schedule Agreement constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties.