

Local Sight Service Agreement

This Digital Marketing Services Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] (the "Effective Date") by Local Sight, LLC, a West Virginia limited liability company with an address of 47 Sussex Dr., Falling Waters, WV 25419 ("Local Sight"), and [CLIENT LEGAL NAME], with an address of [CLIENT STREET ADDRESS, CITY, STATE ZIP] ("Client").

1. Services

Local Sight will provide the services below (the "Services") for as long as this Agreement is in effect and Client's account is current, for the fee in Section 3. This section is the complete description of the Services. Additional work may be added by written agreement of the parties, including by email.

Website

- A custom-built business website of up to 25 pages, including home, about, services, individual service pages, and a contact or quote-request page (the "Website").
- Launch within 30 days of the Effective Date, subject to Section 4.
- Search engine optimization of every page, including titles, meta descriptions, headings and on-page structure.
- Hosting, SSL certificate, security maintenance, and monthly updates to WordPress core, themes and plugins.

Ongoing support

- Direct access to Client's account manager.
- Reasonable content and page updates on request, generally completed within 48 hours.

Google Business Profile

- One-time profile setup and optimization, including categories, services, business description, hours and service area.
- Ongoing profile monitoring.

Business listings

- Publication of Client's business name, address, phone number, hours and other core details across a network of online directories, mapping services and voice-search platforms, kept consistent across them. Local Sight selects the platforms, and the set may change.

Reviews

- Up to three tap-to-review cards, configured to open Client's Google review page.
- Client's Google reviews, displayed in the InSight app.

Call tracking and texts

- One call-tracking phone number, forwarding to Client's business line, published on the Website and Client's Google Business Profile.
- Texts sent to that number are forwarded to Client's email.
- Call and text history in the InSight app.

InSight app

- Access to InSight, Local Sight's mobile application for iOS and Android.
- Project publishing from a phone to the Website, Client's Facebook Business Page and Google Business Profile: photos with an optional title, description and location.
- Call and text history, website form submissions, Google reviews, directory listings, and Website and Google Business Profile performance data.

Not included

Logo design and brand identity work, photography and videography, paid advertising, custom software development, and pages beyond the page count above.

2. Client Responsibilities

- Client will promptly provide the business information, logos, photographs, licensing details, service descriptions and other materials reasonably needed to build and maintain the Website.
- Client will grant Local Sight the access needed to perform the Services, including a manager role on Client's Google Business Profile and access to Client's domain registrar, or will make DNS changes at Local Sight's direction. To publish projects to Facebook, Client will connect its Facebook Business Page in the InSight app.
- Client will respond to requests for information, approvals and feedback within a reasonable time. Delays caused by Client extend Local Sight's deadlines by the length of the delay.
- Client is responsible for the accuracy and legality of all information it provides or publishes through InSight, including licensing claims, certifications, guarantees, pricing and service-area claims. Local Sight does not review content before it is published.
- Client will keep a valid payment method on file.

3. Fees and Payment

- **Monthly fee.** Client will pay Local Sight \$297.00 per month for the Services.
- **Billing.** The first payment is due on the Effective Date. Client authorizes Local Sight to charge the payment method on file automatically on the same day of each month thereafter until this Agreement ends or Client provides cancellation notice under Section 7.
- **Non-payment.** If a payment fails or is not received within 14 days of its due date, Local Sight may suspend all or part of the Services, including taking the Website offline, until the account is current. Suspension does not extend the term or reduce fees owed.
- **Price changes.** Local Sight may change the monthly fee on 30 days' written notice. The new fee will take effect on the first billing date following the notice period. If Client does

not agree, Client may cancel under Section 7 before the new price takes effect.

- **No proration.** Monthly fees are not prorated or refunded except under the guarantee below.
- **Thirty-day guarantee.** If Client is not satisfied for any reason, Client may request a refund of all fees paid at any time before the Website launches or within 30 days after launch. Local Sight will issue the refund without requiring an explanation. Requesting a refund terminates this Agreement immediately. Ownership of the Website does not transfer to Client, and Section 8 applies. This is Client's only contractual right to a refund under this Agreement, except as otherwise required by law.

4. Website Build and Launch

- **Launch.** Local Sight will launch the Website within 30 days of the Effective Date, provided Client has supplied the materials and access described in Section 2. The Website is launched when it is first published live at Client's domain.
- **Review and approval.** Client will have 7 days from each delivery to review the Website and submit revision requests. Revisions within the scope in Section 1 are unlimited. If Client does not respond within 7 days of a delivery, the Website is considered approved and Local Sight may publish it.
- **Scope.** Revisions that expand the scope, such as pages beyond the page count in Section 1, and substantial redesigns after launch are not included and may be quoted separately.

5. Ownership

- **Domain.** Client owns and will continue to own its domain name. If Local Sight registers or renews a domain on Client's behalf, it does so as Client's agent, the domain is Client's property from registration, and Local Sight will transfer or unlock it to Client's chosen registrar on request at any time, including after termination.
- **Client Materials.** Client owns everything it provides to Local Sight or publishes through InSight, including its business name, logos, trademarks, photographs, customer information and reviews ("Client Materials"). Client grants Local Sight permission to use Client Materials to perform the Services and to display Client's name, logo and completed work in Local Sight's portfolio and marketing, excluding confidential customer information.
- **Website.** Client owns the Website's design, layout, pages and written content once the Website is launched. The Website is built using third-party software, including WordPress and Elementor, which remain subject to their respective licenses. Some functionality, updates or editing capabilities may require active software licenses after this Agreement ends. Ownership does not transfer if Client requests a refund under Section 3.
- **Local Sight Property.** Local Sight retains ownership of InSight and its proprietary tools, integrations, systems and workflows ("Local Sight Property"). These are provided as part of the Services and do not transfer to Client. Local Sight Property remains available to Client only for the duration of this Agreement.
- **Monthly fee unaffected.** Transfer of Website ownership does not end this Agreement, reduce the monthly fee or change the Services.

6. InSight and Connected Accounts

- **Authorization.** Client authorizes Local Sight to connect InSight to Client's Facebook Business Page and Google Business Profile and to publish the content Client submits through InSight to those accounts on Client's behalf. InSight publishes only to connected accounts.
- **Client content.** Content Client publishes through InSight is Client Materials under Section 5 and Client's responsibility under Section 2.
- **Removal.** Client may remove a published project through InSight. Removal from InSight is permanent, and a removed project cannot be restored through the app. Removal from third-party platforms may depend on those platforms' capabilities.
- **Third-party platforms.** Facebook and Google control their own platforms and may change their rules, access or features at any time. Local Sight is not responsible if a capability that depends on a third-party platform becomes limited or unavailable. Local Sight may change the tools, vendors and methods it uses, and may add, change or remove InSight features, provided the Services in Section 1 continue to be delivered.
- **Availability.** Local Sight does not guarantee uninterrupted availability of the Website or InSight and will make commercially reasonable efforts to restore service after outages. Client is responsible for a compatible smartphone and internet connection.

7. Term and Cancellation

- **Term.** This Agreement begins on the Effective Date, continues month to month, and renews automatically each month until cancelled under this Section.
- **Cancellation by Client.** Client may cancel at any time by emailing jesse@localsight.net. No further monthly payments will be charged after cancellation notice is received. Services continue through the end of the current paid billing period, after which this Agreement ends. Client may request an earlier termination date, but unused portions of the paid billing period are not refunded except under Section 3.
- **Cancellation by Local Sight.** Local Sight may cancel on 30 days' written notice. Local Sight may also terminate immediately for non-payment, unlawful activity, or conduct that violates a third-party platform's terms of service. For other material breaches, Local Sight may terminate if Client does not correct the breach within 14 days after written notice.

8. What Happens When This Agreement Ends

On the effective date of cancellation or termination:

- **Website.** Hosting ends and the Website is taken offline. If ownership has transferred under Section 5, Local Sight will provide, upon request within 30 days, a copy of the Website files and database at no charge. The export will include the WordPress website and its content, but does not include ownership or transfer of Local Sight Property or third-party software licenses. Local Sight can also migrate the Website to a hosting provider of Client's choice for a one-time fee of \$299.00. Local Sight retains a backup for 30 days, after which it may be deleted.
- **Domain.** Client keeps its domain. Local Sight will repoint or remove DNS records at Client's direction and will not hold the domain for any reason, including unpaid fees.
- **Tracking number.** The call-tracking number remains Local Sight's property, is not

transferable, and will be released or reassigned. Before release, Local Sight will replace it with Client's business number on Client's Google Business Profile and, where the Website remains accessible to Local Sight, on the Website.

- **Google Business Profile.** The profile remains Client's property. Local Sight will remove itself as a manager and will not alter, claim or restrict it, except for the tracking-number replacement described above.
- **Facebook.** Client's Facebook Business Page remains Client's property. Local Sight's access ends and stored tokens are deleted.
- **Listings.** Directory listing services provided under Section 1 end with this Agreement. Local Sight does not control what each directory displays afterward.
- **Data export.** For 30 days, Client may request an export of its form submissions and call and text logs, in a standard format, at no charge.
- **InSight.** Client's access ends and stored credentials are deleted. Client will remove any Local Sight proprietary software from any site it controls.

Sections 5, 8 and 9 survive termination.

9. General Terms

- **Confidentiality.** Each party may receive the other's confidential information, including pricing, customer information, credentials, business methods and trade secrets. Neither party will disclose it to a third party or use it for its own benefit, during or after this Agreement, except as needed to perform the Services, as authorized by the other party, or as required by law. Confidential information does not include information that is publicly available through no breach of this Agreement, independently developed, or lawfully obtained from another source. Client's customer data and credentials are Client's confidential information. Local Sight's proprietary systems, code, workflows and nonpublic business information are Local Sight's confidential information.
- **Data and security.** Local Sight will use commercially reasonable measures to protect Client's website, account credentials and customer information. Client authorizes Local Sight to use third-party providers as needed to deliver the Services, including hosting, communications, analytics and software services. Local Sight will use Client data only to provide the Services, as authorized by Client, or as required by law, and will notify Client without unreasonable delay upon discovering a security incident involving Client data that requires notification under applicable law.
- **Representations.** Each party has the authority to enter into and perform this Agreement. Local Sight has the right to use and license the designs, templates and software it provides; if that proves untrue, Local Sight will resolve the issue or reimburse Client for resulting damages, subject to the limitations in this Agreement. Client represents that it has the right to use and authorize Local Sight to use all Client Materials.
- **Client Materials indemnification.** Client will defend, indemnify and hold Local Sight harmless from third-party claims, damages, settlements, and reasonable attorneys' fees arising from Client Materials that infringe another party's rights, contain false or misleading claims, or otherwise violate applicable law, except to the extent caused by Local Sight's unauthorized modification or misuse of those materials.
- **Disclaimer of warranties.** Local Sight will perform the Services in a professional manner but does not warrant that the Services will produce any particular result, including additional leads, calls, sales, profits, search rankings, exposure or brand recognition. Search engines, advertising platforms and social platforms are controlled by

third parties and may change their rules, rankings or availability at any time. Except as expressly stated in this Agreement, the Services are provided "as is."

- **Limitation of liability.** Neither party is liable to the other for indirect, incidental, special or consequential damages, including lost revenue, lost profits, lost business or costs of delay. Local Sight's total liability under this Agreement, for all claims combined, will not exceed the fees Client paid in the 12 months preceding the event giving rise to the claim. These limits do not apply to either party's confidentiality obligations, Client's payment obligations, or Client's obligations regarding Client Materials, and do not limit liability that cannot lawfully be limited.
- **Independent contractor.** Local Sight is an independent contractor, not an employee, partner or joint venturer of Client, and is responsible for its own taxes, insurance and equipment.
- **Governing law and venue.** This Agreement is governed by the laws of the State of West Virginia. Any dispute will be brought exclusively in a court of competent jurisdiction located in Berkeley County, West Virginia, or, if federal jurisdiction applies, the United States District Court for the Northern District of West Virginia. Both parties consent to the jurisdiction of those courts. The prevailing party in any legal action is entitled to recover its reasonable attorneys' fees and costs.
- **Entire agreement and amendment.** This Agreement is the entire agreement between the parties and replaces all prior discussions, proposals and understandings. It may be amended only in a writing signed by both parties, except for price changes on notice under Section 3 and additional work agreed by email under Section 1. If any provision is unenforceable, the rest remains in effect. A party's failure to enforce a provision is not a waiver of its right to enforce it later.
- **Assignment.** Neither party may assign this Agreement without the other's written consent, except to a successor in connection with a sale of substantially all of its business.
- **Notices.** Notices must be in writing, sent by email to the addresses designated below or by mail to the addresses above. Email notice is effective when sent, absent a bounce or delivery failure.
- **Signatures.** Electronic signatures and electronically transmitted copies are as valid as originals.

Signatures

The parties agree to the terms above, as shown by their signatures below.

Client

Company: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Local Sight, LLC

Signed: _____

Printed Name: _____

Title: _____

Email for Notices: jesse@localsight.net

Date: _____