



K Marketing Co. LLC Service Agreement

THIS AGREEMENT is made between the submitting company, _____, hereinafter “Client”, and K Marketing Co, LLC, with a business address of 113 Oakridge Dr. Mountville, PA 17554, hereinafter “KMC”.

Website Retainer:

Plan Hours: Up-to (1) service hour per month

Plan Cost: \$195 per month

Plan Duration: Monthly. Auto-renewal will continue, unless cancelation is requested with 30 days written notice.

- 1. Website Retainer Services:** Includes monthly Semrush reporting and monitoring Google Analytics and Google Indexing. Additionally, upto (1) hour per month of monthly website support for any of the following, as requested by the Client; basic competitive keyword research, basic competitor research, technical SEO changes, such as, changes to headings, alternative text, Meta description, backlinks, slug change, small website updates such as, basic content updates, basic photo and video updates, basis color/font/format changes, PDF attachment changes, basic internal/external link changes, adding a new event to a pre-existing event calendar, adding Instagram/Facebook feeds, adding a new link to the website, website redirects, 504 page correction, booking calendar change, setting up an automation technical troubleshooting, and extended back-end training such as, how to set up a new email marketing campaign, how to set up a new category and add a new product to your eCommerce store, how to set up a Blog category and publish a blog training, how to understand SEO, your Semrush data reports and analytical data, how to add new events to your event calendar, a tour of your Google My Business Profile, canva training, how to invite a new user to your website and assign proper roles, how to find your contact submissions, direct messages, and other forms of communication, how to use your booking calendar, how to add a new bookable service, how to add a coupon, how to set up an automation, and such.
- 2. Client On-Boarding:** The onboarding meeting is designed to establish a solid foundation for a successful partnership between KMC and the Client. The primary objectives of this session include gaining a basic understanding of the Client's business goals, target audience, and unique value proposition to tailor retainer needs effectively. KMC will review with the client the specific KMC deliverables included with the Website Retainer Service, ensuring both

parties are aligned on expectations and responsibilities. Additionally, KMC will gather essential information, assets, and access required for effective marketing management, including branding guidelines and existing marketing materials. Through this onboarding process, KMC aims to paving the way for a productive and successful collaboration. Additionally, KMC will provide a monthly retianer report.

3. **First Month Setup:** The first month will primarily focus on account access and client onboarding meeting. In the following months, the client will may request up-to (1) hour of website support.
4. **Dedicated Monthly Support:** The client will receive up-to (1) hour of dedicated webiste support tailored to their specific needs. Time spent on all services, including revisions, meetings, and communications are counted towards this (1) hour. Support time does not roll over from month to month.
5. **Additional Support:** The client may purchase additional hours of support at our hourly rate of \$125 an hour. Additionally, if the client exceed the up-to (1) hour of support within a given month they will be billed for the overage, due on the 15th of the following month.
6. **Monthly Semrush Report:** KMC will provide a monthly Semrush report each month, delivered via email.
7. **Third-Party Monitoring Options:** The client my add to their monthly Semrush reports with data from third-party services for a one-time setup fee of \$25 per channel. Available integrations include: Google Ads, Facebook Ads, Facebook Page organic data, Instagram Page organic data, Mailchimp, LinkedIn Ads, LinkedIn organic data and/or Shopify data.
8. **Copy:** As needed, KMC will develop and assist in the creation of the copy for the Client's website. This process will involve input from the Client regarding industry specifics, as well as the assistance from AI platforms. KMC will implement best practices to create copy that incorporates industry-specific keywords and reflects current market trends. The Client may also submit any original content they wish to include in the project scope electronically. If the Client chooses to provide copy, it must be submitted as a text-based document (e.g., Google Doc or Microsoft Word).
9. **Client-Provided Graphics and Images:** The Client may provide graphics, images, and other visual elements for inclusion in their website. It is the Client's responsibility to ensure that all submitted graphics and images are free from copyright infringement and that they possess the necessary rights or licenses for their use. KMC will not be liable for any legal issues arising from the use of Client-provided graphics or images.
10. **Client Deliverables:** The Client acknowledges and agrees that KMC's ability to fulfill its obligations under this Agreement depends on the Client's prompt and complete cooperation. The Client agrees to respond to KMC's requests for information timely. The Client understands that failure to respond in the requested timeframe may result in delays in requested webiste support.
11. **Website Design Review:** Any requested revisions and redesigns will be submitted to client for appoval prior to publishing, if requested by the Client.
12. **Subscriptions and Renewal:** KMC may develop the Client's design work or SEO strategies using various platforms. The Client acknowledges that certain platforms require hosting services or ongoing subscriptions, which must be obtained and maintained by the Client. KMC will assist with the initial setup of these accounts; however, the Client is responsible for managing payments and maintaining the accounts using their own credit card. KMC will notify the Client of any subscription alerts or notices it receives that require an updated card, payment, or other actions related to the Client's account. The renewal of any subscriptions procured by KMC on behalf of the Client remains the Client's sole responsibility. KMC is not liable for any loss, cancellation, or service disruption resulting

from missed or late payments upon renewal. This includes but is not limited to, fees for website hosting, domains, email services, Canva subscriptions, and similar services.

13. **Additonal Projects:** The Client acknowledges that any requested work outside of the website retainer are considered an additional project. KMC will provide a proposal and invoice for payment for requested additional projects.
14. **Design Opinions:** The Client acknowledges that they will provide basic branding guidelines, color schemes, and essential elements that they wish to incorporate into the website support requests. KMC will use this information as a foundation for website support. Any subsequent requests for revisions related to design elements, graphic selections, color preferences, layout, style, wording, and similar aspects may result in additonal billable hours.
15. **Design Ownership:** The Client acknowledges that they will retain ownership of design assets once they possess the necessary software and request editable copies, such as those created in Canva, Adobe, Wix, MailChimp, etc. The time required to provide these editable copies will be charged at our billable hourly rate if they exceed the up-to (1) hour website retainer time. All clients will maintain full ownership of their digital assets, provided their accounts on the respective design platforms are in good standing, as outlined in KMC's terms and conditions.
 - a. Editable versions of any design work requested after twelve (12) months of creation may no longer be available.
 - b. KMC is not responsible for the Client's deletion or modification of work to which the client has editable access.
16. **Social Media/Online/Ad/Google Accounts:** The Client agrees to provide KMC with admin and/or editor access to online social media, Google My Business Suite and any ads account KMC is requested by the Client to work within. When requested, KMC will monitor comments, messages, reviews, and similar interactions on the Client's account once daily, Monday through Friday, excluding office holidays. KMC will reach out to the Client for approval on specific questions or reviews requiring the Client's input. The Client acknowledges full responsibility for all aspects of their social media, advertising, and Google accounts. KMC shall not be liable for any removal, deletion, corruption, hacking, or other issues affecting the Client's social media, online, advertising, or Google accounts.
17. **Third-Party Source Code:** The Client's Project may incorporate software developed by third parties, including but not limited to Wix, Facebook, Instagram, MailChimp, Adobe, Google, Canva, shopping carts, photo galleries, and similar platforms. In such cases, Client's Project will be governed by the terms and conditions set forth by the respective third-party software owners. The Client will have the right to use the software solely as a licensee, and no ownership rights of any kind will be transferred to the Client.
18. **Third-Party Partners:** The Client acknowledges that the scope of services provided by KMC does not include programming the Client's Customer Relationship Management (CRM) system, advanced integration of the Client's CRM system with marketing platforms, email servers, or any tasks typically performed by IT companies, tech support, or programmers. However, KMC may facilitate coordination with appropriate partners to assist with these services upon the Client's request. Any additional costs or fees associated with such services provided by third-party partners will be the responsibility of the Client.
19. **Project Development and Browser and/or Device Compatibility:** When applicable, KMC will create designs for optimal viewing on widely used current browsers (e.g., Google Chrome, Safari, etc.) and device size variations (e.g. desktop and mobile) that are supported by the software utilized in the development of the Client's Project. The Client acknowledges that KMC cannot guarantee proper functionality across all browser software and different operating systems. KMC shall not be held responsible for issues arising from new browser versions released after the design and delivery of the Client Project, or due to limitations of

third-party software used. Furthermore, KMC's compliance with the Americans with Disabilities Act (ADA) will only be conducted if explicitly specified in the Project Proposal.

20. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties with respect to its subject matter and will supersede all previous and contemporaneous communications, representations or understanding, either oral or written, between them relating to that subject matter. It will not be contradicted or supplemented by any prior course of dealing between the parties.

Name:

Company/Organization:

Title:

Signature:

Date:

Megan Kalbach

K Marketing Co. LLC

Owner

Signature:

Date: