

Standard Services Agreement

By signing the Sign Up Today form this service agreement (“Agreement”) is made and entered into by and between, EdMartz, LLC operating under trade name Liquid (“Service Provider”) and Signee (“Client”), collectively referred to as the “Parties”.

The Client wishes to be provided with the Services defined below by the Service Provider and the Service Provider agrees to provide the Services to the Client on the terms and conditions of this Agreement.

This agreement is entered into and shall be considered valid as of the signing and submission of the Sign Up Today form by the Client.

1. **Engagement of Services.** Service Provider will provide Client with the following services:
 - a. Service provider will provide Client with functioning Ecommerce website and services necessary for reasonable maintenance. For details of specifics of services please refer to the Sign Up Today form and corresponding service selection as agreed to by the Client through the signing and submission of the Sign Up Today form. Further description of services may be found online at liquidretailer.com.
 - i. Ecommerce Website
 1. Depending on selected service level on Sign Up Today form, Service Provider shall provide:
 - a. Up to 1,000 total products entered into online catalog based on timely delivery of product name, manufacturer name, UPC and Price by the Client. The Client must provide such information in legible and a usable data format such as an excel or Google drive document. **Unless otherwise specified in writing, this data entry service is not available for customers using the Endless Aisles catalog.**
 - b. Base template pages included:
 - i. Home
 - ii. About
 - iii. Catalog
 - iv. Blog
 - v. Contact Us
 - vi. Account Login
 - vii. Create Account
 - viii. Shipping & Returns
 - c. Up to 10 total custom pages
 - d. Up to 2 email blasts per month
 - e. Up to 10 discount codes generated per month
 - f. Up to 10 products marked as Sale items per month
 - g. Up to 2 blog article per month
 - h. Up to 10 new products added to the site per month

- i. Up to 10 product price changes per month
 - j. 1- 3 logins to site content management system, dependent on Shopify or Lightspeed license restrictions.
 - 2. Ecommerce Website Platform
 - a. The Client's website shall be built on a Third Party platform.
 - i. Shopify & Shopify Payments – Third Party**
 - 1. Service Provider will retain Account Ownership status in Shopify account to complete all aspects of work on the website.
 - 2. Shopify platform must be deployed through the Service Provider's Shopify Partner Account.
 - ii. Lightspeed – Third Party**
 - 1. The Client must provide Service Provider with Login credentials necessary to complete all contracted services.
 - 3. Service Provider may contract Third Party app companies for additional ecommerce website functionality including but not limited to:
 - a. Zapier- Third Party**
 - i. Store Pickup
 - b. Bold – Third Party**
 - i. Quantity Breaks
 - ii. Recurring Orders
 - 4. Client agrees to provide:
 - a. Hosted domain name for ecommerce website
 - b. Own email hosting and email service provider
 - c. Business checking account to receive payments
 - d. Merchant services provider – if opting not to use Shopify Payments
2. **Limitations of Services.** Service Provider provides all services in the manner and timeline outlined below.
 - a. **Workflow & Turnaround Schedule.**
 - i. Content Updates.**
 - 1. Content Provided by Client.** Client requests to update prices, products, blogs, images, headlines or text require a 3-5 business day turnaround for completion.
 - 2. Content Not Provided by Client.** Client requests to make content updates to the website without providing content, which requires Service Provider to find and or create content requires 5-10 business day turnaround for completion.
 - ii. HTML/CSS Requests.** Requests to customize the HTML or CSS on the website including but not limited to sizing, colors, layout, content alterations require a 3-5 business day turnaround for completion. Service Provider will complete up to 3 hours of custom HTML/CSS website changes per month.
 - iii. Landing Pages.**

1. **Single Landing Page.** Completion of new, custom landing pages require a 5-10 business day turnaround for first draft of each. Depending on the complexity of feedback, ensuing changes may require additional 5-10 business days to complete.
2. **Multiple Landing Pages.** Requests to complete multiple landing pages simultaneously cannot be accommodated. Client may choose to prioritize landing pages in order of importance and completed one at a time with a 5-10 business day turnaround for the completion of each landing page.

iv. Data Entry.

1. **Onboarding.** If Client is building a Lightspeed eCom or non-Endless Aisles ecommerce website on Shopify, Service Provider will add 1,000 products to the Client's site within 90 days of receiving list of products. This timeline is based on the Client's timely delivery of a minimum of UPC, Price, Product Title and Manufacturer of first 1,000 products in a format acceptable to Service Provider.
2. **Live Website.** In the event Client goes live with less than 1,000 products, Service Provider will still honor commitment to complete data entry of 1,000 products. However, turnaround time for data entry received after first 1,000 products will be accomplished based on Service Provider's standard timeline for data entry, as outlined in Section 2, A, 4, 3.
3. **Standard Data Entry.**
 - a. For most Service levels, Service Provider completes data entry of 10 products per month. The timeline for completion is 5-10 business days.
 - b. For requests to add more than 10 products, a custom timeline of no less than 30 business days will be applied. Each specific instance of data entry will require a quote from the Service Provider. If 1,000 products have already been added to the website, additional fees will apply.

v. App Management

1. **Proprietary Apps.** Service Provider will install and manage proprietary apps for the Client. These apps include:
 - a. **Proximity**
 - b. **Filterize**
 - c. **Liquid Delivery**
2. **Third party apps.** There are thousands of apps that allow you to customize your ecommerce site. These apps range in price from free to hundreds of dollars per month. Client can add any of these apps to your store. Client can manage these additional apps. Each app developer will have their own methods for receiving customer support. Service Provider does not support all third party apps with monthly

management, but can provide a quote for monthly management of third party Shopify apps.

b. Customization Limitations.

- i. Customization not available through program.** Client may sometimes make requests for customization that cannot be accommodated for constraints including but not limited to: program guidelines, labor, technology, business, management, holiday, contract obligations or feasibility. In such instances, the Client may request written communication outlining the reason a customization cannot be completed.
- ii. Out Scope.** Client may sometimes request a customization or website updates that are out of scope of the Agreement and specifics of the elected Service level as outlined on the Sign Up Today form. In such instances, Service Provider may provide a quote and timeline for completion of additional work request.

- c.** Client requests to supersede the limitations outlined in section 2 of this Agreement shall be handled at the sole discretion of the Service Provider. Service Provider reserves the right to impose limitations on work requests from Client or establish alternative timelines as necessitated by constraints including but not limited to: program guidelines, labor, technology, business, management, holiday, contract obligations or feasibility.

3. Third Party Apps & Services. EdMartz, LLC makes no warranties and representations other than those expressly stated within their Standard Services Agreement. The suite of EdMartz, LLC products and services may be utilized in conjunction with other third party products and services. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS, PRODUCTS, APPS OR SERVICES EXECUTED THROUGH A THIRD PARTY, OR BY A THIRD PARTY IN CONNECTION WITH AN EDMARTZ, LLC PRODUCT OR SERVICE, AND THE CLIENT UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT THEIR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR SERVICES THROUGH A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US.

- a.** EdMartz, LLC does not warrant or represent that any third party provider is compliant with federal, state or local laws and regulations. Furthermore, as it relates to third party products and services and without limitation, the Service Provider makes no warranties or representations as to the storage, handling, processing and transmission of a cardholder's data to any particular standards. EdMartz, LLC, nor any of its affiliates make any warranties and representations regarding the performance and security of any third party system.
- b.** THE USE OF THIRD PARTY PRODUCTS, APPS AND SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE YOU EXPERIENCE AS A RESULT OF YOUR USE OF THIRD PARTY PRODUCTS AND SERVICES. ANY WARRANTY THAT IS PROVIDED BY A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.
- c.** IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE

RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OUR PRODUCTS AND SERVICES OR ANY THIRD PARTY PRODUCTS AND SERVICES REFERENCED BY EdMartz, LLC.

- d. FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR OFFERINGS OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY, INCLUDING WITHOUT LIMITATION THE PROCESSING OF PAYMENTS.
 - e. **Shopify.** We build ecommerce websites on the Shopify e-commerce platform. Shopify is a third party product not owned by Service Provider, therefore Service provider is not responsible for any issues with Shopify, such as downtime or bugs in the control panel. Any issues with Shopify will need to be addressed directly with the support team at Shopify.
 - f. **Lightspeed.** We build ecommerce websites on the Lightspeed eCom or Omnichannel platform. Lightspeed is a third party product not owned by Service Provider, therefore Service Provider is not responsible for any issues with Lightspeed, such as downtime or bugs in the control panel. Any issues with Lightspeed will need to be addressed directly with the support team at Lightspeed.
4. **Pricing & Compensation.** Client shall pay Service Provider on a recurring monthly schedule in the amount commensurate with the selected service as designated in the Sign Up Today form. These payments will be made on a recurring monthly basis for the duration of provision of service by the Service Provider as selected by the Client. This monthly fee may vary when Client elects for additional monthly services. Details of pricing variations may be found in both the Sign Up Today form and by visiting liquidretailer.com. The Service Provider reserves the right to change the price of our product and service at any time without further notice. Prices listed in any other website or promotional information piece may not be accepted. Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Service Provider to the Client under this Agreement and such shall be payable by the Client to the Service Provider in addition to all other charges payable as selected on the Sign Up Today form.
5. **Intellectual Property Rights.** The Client acknowledges that the Service Provider is the owner and lessor of all Materials both technical and design related provided to for use by the Client under the terms of this agreement. The Client acknowledges and agrees to have no claim to ownership of any technical resources or Materials including but not limited to the templates, graphic designs, and blog articles used in provision of an Ecommerce website for the Client. If any third party intellectual property rights are used in the Material necessary to provide the Ecommerce website the Client shall not hold the Service Provider accountable in monetary or legal terms for any issues related to integrated third party Materials. Service Provider shall make reasonable effort to secure necessary permissions, consents and approvals to use such third party intellectual property rights for the Service Provider but makes no guarantees that all such

permissions, consents or approvals represent all necessary and secure approvals to meet standards for usage as determined by third party organizations. For the purposes of this clause, "Material" shall mean the materials, in whatever form, used by the Service Provider to provide the Services and the products, codes, systems, programs or processes, in whatever form, produced by the Service Provider pursuant to this Agreement.

6. Responsibilities.

- a. **Service Provider Responsibility.** Service Provider shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by Service Provider for use in performing services for Client.
 - b. **Client Responsibility.** Client guarantees that all elements of text, images or other artwork provided by Client are either owned by Client, or that you have permission to use them.
 - i. **Client Ownership.** Client owns the visual elements we create for this project. We'll give you source files and finished files, and Client should keep these files safe and secure. Service provider will not be required to retain nor store a copy. Client owns all elements of text, images and data provided, unless these resources are owned and licensed by a third-party.
 - ii. **Service Provider Ownership.** Service provider owns the unique combination of these elements that constitutes a complete design and Service Provider licenses that to Client, exclusively and in perpetuity for this project only, unless otherwise agreed upon and outlined in an addendum to this document.
 - iii. **Accuracy.** Client shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which Client furnishes to us verbally or in writing in connection with the performance of this Agreement.
7. **Taxes.** Client is solely responsible for the collection and payment of sales taxes incurred because of sales generated online through the retailer's Shopify or Lightspeed website built by Service Provider. Any information provided by the Service Provider related to the technical aspects of tax collection configuration on the website should not be construed as tax advice. The Service Provider is not a tax expert and makes no claims to provide tax advice. Any tax advice provided by Service Provider should not be considered as valid. The Client assumes full responsibility for tax collection and remittance within their areas of obligation.
8. **Errors.** Service Provider cannot guarantee that our work will be error-free. Client agrees that Service Provider cannot be held liable to Client or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.
9. **Limitation of Liability.** The Client acknowledges their obligation to pay the monthly Price corresponding with their selected Service level to the Service Provider. Either party's liability in

contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price of 1 month of Service. To the extent it is lawful, in no event shall the Service Provider be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.

10. **Term & Termination.** By signing the Sign Up Today form, the Client agrees to fulfill no less than 12 monthly payments of selected Service level. This Agreement shall be effective on the date of the signing of the Sign Up Today form and shall continue indefinitely, until terminated in the form of written communication delivered by one Party to the other. Client may terminate agreement after fulfillment of 12 monthly payments or payment of \$500 early termination fee to terminate in advance of fulfilling 12 monthly payments. For the duration of the Service, this Agreement shall now and always remain in effect between the Service Provider and Client.
- a. **Breach of Contract.** The Parties agree that in the event of a breach of contract that results in an obligation, material or otherwise, the Parties shall provide written notice 45 days in advance allowing for the other Party to remedy the given breach of contract.
 - b. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
 - c. **Early Termination.** In the event of an early cancellation, Client may retain template and theme customizations only if full balance of 12 monthly payments are made. \$500 cancellation fee may be counted towards the outstanding balance necessary to fulfill 12 monthly payments required to retain template and customizations.
 - d. **Proprietary Applications.** In the event of cancellation of the Service, Client will still be required to pay monthly fee to retain the use of Liquid's proprietary technology.
 - i. Lightspeed App
 1. Liquid Delivery App - \$29.99/month
 - ii. Shopify Apps
 1. Filterize App - \$19.99/month
 2. Proximity App - \$59.00/month
 - iii. If customer would not like to use these apps after termination of contract with Service Provider, then the Service Provider will remove these applications and the code required for these apps.
 - e. **Payment for Non-Cancelable Materials.** Any non-cancelable materials, services, etc, Service Provider has properly committed to purchase for Client account, (either specifically or as part of a plan such as modules, photography, and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. If upon termination there exists any materials furnished by Service provider or any services performed by Service Provider for which you have not paid us in full, until such time as you have paid us in full, Client agrees not to have access to any such materials (including Shopify account and website), until such time as you have paid Service Provider in full or fulfilled obligations as outlined in section 8 of this Agreement.

- f. **Removal of Customization.** In the event of cancellation of the Service, Service Provider will recommend the removal of customizations that can only be managed through HTML, CSS or Liquid code updates. We recommend removal of such customization to allow the Client to update and manage the website without the assistance of a web developer in the future.

11. **Relationship of Parties.** The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties. No part of the Service Provider's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes.

12. **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

13. **Documents.** Service Provider may provide the Client with templated documents in the form of suggested Terms of Service, Refund Policy, and/or Privacy Policy. Client acknowledges that these documents are meant to provide Client with suggested policy outlines and should not be used in their original format. Service Provider makes no claims to provide legal counsel, represent any legal firm nor advocate for use of templated documents. Any and all forms of documentation regarding the Client's Ecommerce policies should always be reviewed by the Client's attorney or other qualified legal counsel. Client acknowledges that the responsibility for development and legality of their Terms of Service, Refund Policy and Privacy Policy are the responsibility of the Client.

14. **Confidentiality.** Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

15. **Notices.** Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party.

16. **Updates.** The Service Provider reserves the right to update this agreement as necessary to account for changes such as those that occur across program guidelines, technology, business

climate or current laws. The most up-to-date Standard Service Agreement will remain posted for public access in the footer of the LiquidRetailer.com website. A copy of this agreement may be requested from Service Provider and will be provided within 3 business days of written request.

17. **Enforceability.** The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion, industry disruption or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other. Clauses for Enforceability, Relationship of Parties, Confidentiality, Notice, Limitation of Liability shall survive any termination or expiration. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
18. **Transferability.** Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
19. **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Florida. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Florida, as applicable, for any matter arising out of or relating to this Agreement.
20. **Indemnification.** Client shall defend and indemnify Service Provider and its directors, officers, and employees, and stockholders. (collectively, "Indemnified Parties") from and against all third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgements, costs and expenses (including without limitation reasonable attorneys' fees and costs) ("Claims") which arise out of or relate to (1) death or bodily injury or (2) loss of or damage to property resulting from any negligent act or willful misconduct of Service Provider except to the extent that such Losses result from, in whole or in part, the unlawful acts of the Indemnified Parties or any other person acting in concert with them. In no event shall Service Provider be liable for any consequential damages or lost profits under this Indemnification clause, regardless of the legal theory under which such damages are sought, and even if it has been advised of the possibility of such damages.