

RESOLUTION 2022 – 119

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF
MOUNT ARLINGTON, COUNTY OF MORRIS, STATE OF NEW JERSEY,
AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN DIGITAL
STRATEGY ASSOCIATES, LLC AND THE BOROUGH OF MOUNT ARLINGTON**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor and Borough Clerk are authorized to execute a Website Maintenance Contract between Digital Strategy Associates, LLC and the Borough of Mount Arlington.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the term of said Contract shall be for two (2) years, commencing on October 1, 2022 and terminating on September 30, 2024.

I HEREBY CERTIFY this to be a true and correct Resolution of the Mayor and Borough Council of the Borough of Mount Arlington, and adopted on September 6, 2022.

A handwritten signature in black ink, appearing to read 'M. N. Bansch', written over a horizontal line.

Matthew N. Bansch, Borough Clerk



(862) 243-2932



digitalstrategyllc.com



645 Reba Rd. Landing, NJ 07850

August 13, 2020

Ms. Carolyn Rinaldi
Borough Administrator/CFO/QPA
Borough of Mount Arlington
419 Howard Blvd.
Mount Arlington, NJ 07856

VIA: EMAIL

Re: 2022 - 2024 Website Management Agreement

Dear Ms. Rinaldi,

On behalf of Digital Strategy Associates LLC, thank you for the opportunity to work with the Borough of Mount Arlington for the past ten years. Enclosed, please find the two (2) year website management agreement covering Fall 2020 through Summer 2022. Before we can embark on your project, please review and submit a signed Managed Services Agreement as well as payment one of four.

The completed contract can be faxed to (862)-239-5030, emailed to your project manager, or mailed to the address below. Please direct purchase orders and payments to the below address as well:

Digital Strategy Associates LLC
645 Reba Rd.
Landing NJ 07850

We believe projects should be a collaborative effort and encourage client feedback throughout the entire process. Please do not hesitate to contact your project manager with any questions, concerns, or comments. Your project manager, Matthew Zuccaro, may be reached via email: mzuccaro@digitalstrategyllc.com or phone: 862-243-2932.

Sincerely,

A handwritten signature in black ink that reads 'M. Zuccaro'.

Matthew Zuccaro
Managing Director
Digital Strategy Associates LLC

*At Digital Strategy Associates LLC, our mission is to simplify technology,
so our clients can focus on what they do best.*

WEB | CLOUD | IT | CREATIVE | TRAINING | CONSULTING

DIGITAL STRATEGY ASSOCIATES LLC CONTRACTOR AGREEMENT WITH BOROUGH OF MOUNT ARLINGTON

This Agreement dated August 13, 2022 contains the terms and conditions pursuant to which Digital Strategy Associates LLC, ("CONTRACTOR") with a principal place of business at 645 Reba Road Landing, New Jersey, 07850, will provide certain services for the Borough of Mount Arlington ("CLIENT"), with a principal place of business at 419 Howard Blvd. Mount Arlington NJ, 07856. CONTRACTOR and CLIENT hereby agree as follows:

1. PROPOSAL AND DELIVERABLES

Subject to the terms and conditions of this Agreement, as well as CONTRACTOR's Terms of Service incorporated as Supplement 1, CONTRACTOR agrees to furnish the following products and services (hereby known collectively and individually as the "Deliverables") for CLIENT: 20 hours per year retainer for managed services for mountarlingtonnj.org including website updates, maintenance, and technical support.

2. COMPENSATION, FEES, AND CHARGES

2.1 *Compensation.* In consideration of the Deliverables to be performed by CONTRACTOR, CLIENT shall pay to CONTRACTOR compensation in the amount of \$5,000 per year. This fee shall be distributed through two biannual payments of \$2500. Payment one (1) shall be due by the commencement of this agreement, Payment two (2) shall be due by May 1st, 2023, Payment three (3) shall be due by November 1st, 2023, and Payment four (4) shall be due by May 1st, 2024. CLIENT may purchase additional, one (1) hour increments of time at CONTRACTOR's regular hourly rate of \$85 per hour. CONTRACTOR's hourly rate is subject to change.

2.2 *Expenses.* CLIENT shall pay CONTRACTOR'S expenses incurred in connection with this Agreement as follows: (a) incidental and out-of pocket expenses including but not limited to costs for postage, shipping, overnight courier, design materials, photocopies, parking fees and tolls, public transportation, taxis/ride-share at cost plus if applicable CONTRACTORS standard markup; and (b) travel expenses including transportation, meals, and lodging, incurred by CONTRACTOR with CLIENTS prior approval.

2.3 *Additional Costs.* CLIENT may elect for CONTRACTOR to perform optional Deliverables beyond the scope of this agreement. Optional Deliverables will be performed at the discretion of the CONTRACTOR, and will be billed at CONTRACTOR's regular hourly rate, a flat fee, or may be subject to a new agreement. The current hourly rate for CONTRACTOR is \$85 per hour, with a one (1) hour minimum. The hourly rate is subject to change.

2.4 *Invoices.* All invoices are payable within thirty (30) days of receipt. A monthly service charge of 1.5 percent (or the greatest amount allowed by state law) is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. CLIENT shall be responsible for all collection or legal fees necessitated by lateness or default in payment. CONTRACTOR reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

2.5 *Attribution.* CLIENT agrees that CONTRACTOR has the right to display all work performed on behalf of CLIENT on CONTRACTOR's website, social media, journal submissions, newsletters, pamphlets, videos, and other marketing or promotional materials and that CONTRACTOR may place a credit link in the footer of CLIENT's website. CONTRACTOR reserves the right to display all aspects of creative work, including sketches, work-in-progress designs and the completed project in their portfolio and in articles on websites, social media, in magazine articles, and in books.

3. CHANGES

3.1 *General Changes.* Unless otherwise provided in the Proposal, and except as otherwise provided for herein, CLIENT shall pay additional charges for changes requested by CLIENT which are outside the scope of the Deliverables on a time and materials basis, at CONTRACTOR's standard hourly rate of \$85 per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. CONTRACTOR may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

3.2 *Substantive Changes.* If CLIENT requests or instructs Changes that amount to a revision in or near excess of fifty-one percent (51%) of the time required to produce the

Deliverables, and or the value or scope of the Services, CONTRACTOR shall be entitled to submit a new and separate Proposal to CLIENT for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by CONTRACTOR.

3.3 *Timing.* CONTRACTOR will prioritize performance of the Deliverables as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Deliverables within the time(s) identified in the Proposal. CLIENT agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the CLIENT'S concerns, objections or corrections to CONTRACTOR. The CONTRACTOR shall be entitled to request written clarification of any concern, objection or correction. CLIENT acknowledges and agrees that CONTRACTOR'S ability to meet any and all schedules is entirely dependent upon CLIENT'S prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in CLIENT'S performance or Changes in the Services or Deliverables requested by CLIENT may delay delivery of the Deliverables. Any such delay caused by CLIENT shall not constitute a breach of any term, condition or CONTRACTOR'S obligations under this Agreement.

3.4 *Testing and Acceptance.* CONTRACTOR will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to CLIENT. CLIENT, within five (5) business days of receipt of each Deliverable, shall notify CONTRACTOR, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments CLIENT wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and DESIGNER will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from CLIENT, the Deliverable shall be deemed accepted.

4. CLIENT RESPONSIBILITIES

CLIENT acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: (a) coordination of any decision-making with parties other than the CONTRACTOR; (b) provision of CLIENT Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal; (c) final proofreading and in the event

that CLIENT has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, CLIENT shall incur the cost of correcting such errors ; (d) ensuring that all information and claims comprising CLIENT Content are accurate, legal and conform to applicable standards in CLIENT's industry; and (e) CLIENT agrees to furnish and authorize full access and permission to the CONTRACTOR, for all necessary information, accounts, and resources for the completion of the Deliverables including but not limited to: web hosting directory, server credentials, FTP, and other programs deemed necessary by CONTRACTOR for the completion of Deliverables.

5. RELATIONSHIP OF THE PARTIES

5.1 *Independent Contractor.* It is expressly understood and agreed that CONTRACTOR is an independent contractor with respect to the Deliverables and that CONTRACTOR is not acting as an agent or employee of CLIENT. It is further understood and agreed that CONTRACTOR may provide employees to perform Deliverables for CLIENT on CONTRACTOR'S behalf under this agreement. As an independent contractor, CONTRACTOR shall hire, fire, discipline, schedule, direct, assign, evaluate and completely supervise the Deliverables performed by its agents and employees. CONTRACTOR shall further be responsible for withholding all employment related taxes for its employees. CLIENT recognizes that CONTRACTOR may perform Deliverables directly for its own CLIENT'S or as an independent contractor for other companies and does not perform Deliverables exclusively for CLIENT. This Agreement does not constitute a partnership, joint venture, agency or contract of employment between CONTRACTOR and CLIENT. CLIENT has no right to control or direct the details, manner or means that CONTRACTOR and/or its workers use to accomplish the results of the Deliverables performed in connection with this Agreement. In the event that CONTRACTOR contracts with a competitor of CLIENT, CONTRACTOR may provide Deliverable under such competitor provided CONTRACTOR is not actively involved in solicitation of said CLIENT'S customers. Deliverables will be performed at CLIENT's site, CLIENT offices or at CONTRACTOR's site, as appropriate.

5.2 *Insurance.* CONTRACTOR will obtain for itself and its personnel before providing Deliverables, at its own expense, comprehensive General Liability (GL) insurance coverage for limits of liability not less than \$500,000.

5.3 *Equal Opportunity Statement.* The equal opportunity clause is incorporated by reference in this contract and CLIENT certifies, by execution of the contract that:

- i. No segregated facilities are maintained.

ii. It has developed and follows appropriate affirmative action programs under such regulations; and

iii. It will incorporate by reference or otherwise in its subcontracts the equal opportunity clause and obtain assurance from its CLIENT'S as to facilities and affirmative action programs.

CLIENT and CONTRACTOR, with regard to any performance of work under this Agreement, will fully comply with the provisions of the Federal Occupational Safety and Health Act of 1979 and with the Federal Fair Labor Standards Acts and the Wage and Hour Laws of the State in which the work will be performed pursuant to this agreement and with any rules and regulations pursuant to said Acts.

6. CONFIDENTIAL INFORMATION

6.1 *By Contractor.* During the term of this agreement and in the course of performing the Deliverables, CONTRACTOR may be made aware of information concerning the CLIENT, which has been designated as confidential and/or proprietary. Such confidential information shall be deemed to include, but shall not be limited to (i) all information, materials and data relating to CLIENT or its CLIENT business and designated as being confidential which is obtained by CONTRACTOR from, or disclosed by, CLIENT or its CLIENT, (ii) documents and other materials relating to CLIENT'S past, present and future research, development and business activities, (iii) computer program source codes and object codes whether owned or licensed by CLIENT or its CLIENT, computer access password(s) and all CLIENT'S or its CLIENT computer system files and documentation, and (iv) the results from the work performed by CONTRACTOR under this agreement. CONTRACTOR shall hold all such confidential information in confidence and shall not disclose such information to third parties or use it for CONTRACTOR'S own benefit. CONTRACTOR shall not reproduce or make copies of any such confidential information except as required in the performance of this agreement. Excluded from this restriction is any confidential information which, (i) can be demonstrated to have been in the public domain prior to the date of its disclosure to CONTRACTOR, (ii) can be demonstrated to have been in CONTRACTOR' possession prior to the date of disclosure by CLIENT to CONTRACTOR, (iii) becomes part of the public domain by publication or otherwise not due to any unauthorized act or conversion on the part of CONTRACTOR, or (iv) is supplied CONTRACTOR by a third party as a matter of right. Upon termination or expiration of this agreement, CONTRACTOR shall deliver all drawings, blueprints,

descriptions, computer programs or other papers or documents, which may contain any such confidential information to CLIENT or its CLIENT.

6.2 By CLIENT. (If a government agency: To the extent permitted under applicable Open Public Records laws and regulations) During the term of this agreement and in the course of CONTRACTOR'S performance of Deliverable, CLIENT may be made aware of information concerning CONTRACTOR which has been designated as confidential and/or proprietary. Such confidential information shall be deemed to include, but shall not be limited to (i) all information, materials and data relating to CONTRACTOR and designated as being confidential which is obtained by CLIENT from, or disclosed by, CONTRACTOR, (ii) documents and other materials relating to CONTRACTOR'S past, present and future research, development and business activities, (iii) computer program source codes and object codes whether owned or licensed by CONTRACTOR, computer access password(s) and all CONTRACTOR'S computer system files and documentation, and (iv) the results from the work performed for CLIENT under this agreement. CLIENT shall hold all such confidential information in confidence and shall not disclose such information to third parties or use it for CLIENT'S own benefit. CLIENT shall not reproduce or make copies of any such confidential information except as required to allow CONTRACTOR'S performance of this agreement. Excluded from this restriction is any confidential information which, (i) can be demonstrated to have been in the public domain prior to the date of its disclosure to CLIENT, (ii) can be demonstrated to have been in CLIENT'S possession prior to the date of disclosure by CONTRACTOR to CLIENT, (iii) becomes part of the public domain by publication or otherwise not due to any unauthorized act or conversion on the part of CLIENT, or (iv) is supplied CLIENT by a third party as a matter of right. Upon termination or expiration of this agreement, CLIENT shall deliver all drawings, blueprints, descriptions, computer programs or other papers or documents, which may contain any such confidential information to CONTRACTOR.

6.3 CONTRACTOR hereby warrants to CLIENT that CONTRACTOR is free to enter into this Agreement. CONTRACTOR agrees not to disclose to CLIENT or its CLIENT any trade secrets or other information which CONTRACTOR does not have the free and complete right to disclose to CLIENT or its CLIENT and which CLIENT or its CLIENT are not free to use without liability of any kind.

6.4 CLIENT hereby warrants to CONTRACTOR that CLIENT is free to enter into this Agreement. CLIENT agrees not to disclose to CONTRACTOR any trade secrets or other information which CLIENT does not have the free and complete right to disclose to CONTRACTOR and which CONTRACTOR is not free to use without liability of any kind.

7. WARRANTIES AND REPRESENTATIONS

7.1 *By CLIENT.* CLIENT represents, warrants and covenants to CONTRACTOR that (a) CLIENT owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the CLIENT Content, (b) to the best of CLINET'S knowledge, the CLIENT Content is accurate, legal, conforms to ethical standards of the CLIENT'S industry, does not infringe the rights of any third party, and use of the CLIENT Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) CLIENT shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) CLIENT shall comply with all laws and regulations as they relate to the Services and Deliverables.

7.2 *By Contractor.* (a) CONTRACTOR hereby represents, warrants and covenants to CLIENT that CONTRACTOR will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services. (b) CONTRACTOR further represents, warrants and covenants to CLIENT that (i) except for Third Party Materials and CLIENT Content, the Final Deliverables shall be the original work of CONTRACTOR and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by CONTRACTOR, CONTRACTOR shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for CONTRACTOR to grant the intellectual property rights provided in this Agreement, and (iii) to the best of CONTRACTOR'S knowledge, the Final Works provided by CONTRACTOR and CONTRACTOR'S subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event CLIENT or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of CLIENT shall be void. (c) **Except for the express representations and warranties stated in this Agreement, CONTRACTOR makes no warranties whatsoever. CONTRACTOR explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the Project.**

8. INDEMNIFICATION

8.1 *By CLIENT.* CLIENT agrees to indemnify, save and hold harmless CONTRACTOR from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of CLIENT'S responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances CONTRACTOR shall promptly notify CLIENT in writing of any claim or suit; (a) CLIENT has sole control of the defense and all related settlement negotiations; and (b) CONTRACTOR provides CLIENT with commercially reasonable assistance, information and authority necessary to perform CLIENT'S obligations under this section. CLIENT will reimburse the reasonable out-of-pocket expenses and time incurred by CONTRACTOR in providing such assistance.

8.2 *Force Majeure.* CONTRACTOR shall not be liable to CLIENT or its CUSTOMERS for any delay or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, electric outage, strike or labor dispute, public health emergency/pandemic, war or other violence, any law, order or requirement of any governmental agency or authority, or any act or omission of CONTRACTOR or its employees or agents. In the event and to the extent of any period of such delay, nonperformance shall not be deemed a breach of this Agreement and any schedule or due dates shall be adjusted accordingly.

8.3 *Settlement Approval.* The indemnifying party may not enter into any settlement agreement without the indemnified party's written consent.

8.4 *Limitation of Liability.* The services and the work product of CONTRACTOR are sold "as is." In all circumstances, the maximum liability of CONTRACTOR, its directors, officers, employees, design agents and affiliates ("designer parties"), 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 the net profit of CONTRACTOR. In no event shall CONTRACTOR be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by CONTRACTOR, even if CONTRACTOR has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy. If any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

9. TERM AND TERMINATION

9.1 *Term.* This Agreement shall commence upon the Effective Date and shall remain effective until September 30, 2024.

9.2 *Termination.* This Agreement may be terminated for convenience at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or for cause if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

9.3 In the event of termination, CONTRACTOR shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by CONTRACTOR or CONTRACTOR's agents as of the date of termination, whichever is greater; and CLIENT shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation. In the event of termination for convenience by CLIENT, CLIENT shall pay in addition to the above an early termination fee equal to 25% of the total project fee, Schedule A shall not be effective, and CLIENT shall not have rights to use Deliverables except upon written consent from CONTRACTOR provided after such termination.

9.4 In the event of termination for convenience by CONTRACTOR or for cause by CLIENT, and upon full payment of compensation as provided herein, CONTRACTOR grants to CLIENT such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by CLIENT as of the date of termination.

9.5 Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

10. GENERAL PROVISIONS

10.1 *Modification/Waiver.* This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that CONTRACTOR's invoices may include, and CLIENT shall pay, expenses or costs that CLIENT authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more



instances be construed as constituting a continuing waiver or as a waiver of any other breach.

10.2 *Notices.* All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt (by automated confirmation or substantive reply by the recipient).

10.3 *No Assignment.* Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party except that this Agreement may be transferred or sold as part of a transfer or sale of the assigning party's entire business or portion thereof relating to the Project.

10.4 *Governing Law and Dispute Resolution.* The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of New Jersey without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of New Jersey. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. CLIENT acknowledges that CONTRACTOR will have no adequate remedy at law in the event CLIENT uses the deliverables in any way not permitted hereunder, and hereby agrees that CONTRACTOR shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

10.5 *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.



10.6 *Headings.* The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

10.7 *Integration.* This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. Any other ambiguities shall be resolved with the most reasonable and legally valid construction, without regard to authorship of such provisions. This Agreement comprises this Basic Terms and Conditions document, the Proposal, Schedule A, and the following documents as indicated by the CLIENT's **initials**:

Initial: MS Supplement 1: Terms of Service, Including Privacy Policy, Support Scope, Mailing Policy, and Law Enforcement Policy

For Client

Signature: [Signature] Date: 9/6/2022

Name: Michael Stanzilis Title: Mayor

For Digital Strategy Associates LLC

Signature: [Signature] Date: 9/6/22

Name: Matthew Zuccaro Title: Managing Member



Terms of Service

Including Privacy Policy, Support Scope,
Mailing Policy, and Law Enforcement Policy

*At Digital Strategy Associates LLC, our mission is to simplify technology,
so our clients can focus on what they do best.*

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1.) Introduction

This Terms of Service Agreement (this “Agreement”) is entered into by and between Digital Strategy Associates LLC, (individually and collectively referred to as “DSA”) and our clients (individually and collectively referred to as “CLIENT”), and is made effective as of the date the CLIENT uses our services or accepts a separate contract, agreement, or memorandum of understanding, issued by DSA.

This Agreement sets forth the general terms and conditions, expectations, and service level agreements of the use of products and services purchased or accessed through DSA (individually and collectively referred to as “deliverables,” “services,” and/or “account”), and is in addition to (not in lieu of) any specific terms and conditions that apply to particular deliverables, including other separate contracts or agreements you may enter into with DSA. In the event there is a conflict between the guidance provided in this Terms of Service Agreement and a separate agreement between DSA and CLIENT, the separate agreement will take precedence.

CLIENT’S use of our deliverables and CLIENT’S electronic or physical acceptance of this Agreement, signifies that the CLIENT has read this Agreement and understands, acknowledges, and agrees to be bound by this Agreement, along with the following policies which are incorporated herein by reference:

- A. Privacy Policy
- B. Support Scope
- C. Mailing Policy
- D. Law Enforcement Policy

2.) Account Setup

2a.) Account Setup

DSA will setup the CLIENT’S account after DSA receives a duly executed agreement, or payment, and/or DSA’S payment partner(s) have screened the order(s) to mitigate

fraud. CLIENT agrees to provide DSA with valid contact information, including a valid and active email address. CLIENT agrees to ensure the contact information they provide is current and up to date at all times. Providing false contact information of any kind may result in the termination of CLIENT'S account or the rejection of CLIENT'S order. At DSA's discretion, DSA may request CLIENT provide a valid government issued identification as well as scan of the credit card used for the purchase. If the CLIENT fails to meet these requirements, the order may be considered fraudulent in nature and be denied.

2b.) Transfers

DSA will make every effort to assist the CLIENT in moving their website, files, media, databases, and data held at a previous vendor to DSA; however, DSA cannot make guarantees of the reliability or capability of the transfer process. DSA cannot make guarantees regarding the amount of time it may take. In some instances, DSA may be unable to assist the CLIENT in a transfer of data from the CLIENT'S previous provider.

3) Client Responsibilities

3a.) Compliance with the Law

All deliverables provided by DSA may only be used for lawful purposes. The laws of the State of New Jersey and the United States of America apply.

Use of DSA'S deliverables to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder through our deliverables will result in the immediate termination of the CLIENT'S account.

If a copyright or trademark holder reasonably believes their intellectual property is being infringed upon, they may alert DSA via an email notification to abuse@digitalstrategyllc.com. If the request is regarding a licensing issue, we may require further documentation.

3b.) Prohibited Content

Examples of prohibited material on all deliverables include:

Explicit Adult Content [such as pornography], IRC Bots, ClickJackers, proxy scripts / anonymizers, pirated software / nulled software / warez, public image dumps (similar to PhotoBucket), public file dumps (similar to RapidShare), RapidLeech, game servers, commercial banner ad services, commercial audio streaming (more than one or two streams), escrow, high-yield interest programs (HYIP) or related sites, investment sites (FOREX, egold exchange), sale of any controlled substance without prior proof of appropriate permit(s), AutoSurf sites, bank debentures, bank debenture trading programs, prime banks programs, lottery sites, muds / RPGs, hate sites, hacker focused sites/archives/programs, sites promoting illegal activities, IP scanners, brute force programs, mail bombers, spam scripts, and forums that distribute and/or link to warez content.

DSA reserves the right to refuse service to anyone. Any material that, in our judgment, is obscene or threatening is prohibited and will be removed from our deliverables with or without notice.

Any abuse of DSA'S staff, contractors, clients, or brand, in any medium or format will result in the suspension or termination of CLIENT'S services without refund.

Failure to respond to communications from DSA'S abuse department within twenty-four (24) hours may result in the suspension or termination of the CLIENT'S deliverables. All abuse issues must be dealt with via troubleticket/email and will have a response within twenty-four (24) hours.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography.

Any deliverable found to host child pornography or linking to child pornography will be suspended immediately without notice.

If objectionable content is found, the responsible CLIENT'S deliverables will be terminated with or without notice and violations will be reported to the appropriate law enforcement agency.

3c.) Spam and Phishing

DSA has a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. Any account found to be sending spam will be suspended and/or terminated with or without notice at our discretion. All purchased contact lists, even if offered as a "safe list" or "double opt-in," will be treated as spam. Any CLIENT who sends out spam may have their account suspended and/or terminated with or without notice. Additional details concerning this policy can be found in DSA'S Mailing Policy.

Sites advertised via SPAM (spamvertised) may not be hosted on DSA'S deliverables. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in DSA'S IP address or deliverables being blacklisted will be immediately suspended and/or terminated.

DSA reserves the right to require changes or disable as necessary any web site, account, database, component, or other deliverable that does not comply with DSA'S established policies, or to make any such modifications in an emergency at DSA'S sole discretion. DSA may invoice the CLIENT responsible at DSA'S hourly rate (with a 1 hour minimum) for time spent investigating and mitigating the claim.

Any CLIENT found to be hosting a phishing page will be suspended and/or terminated with or without notice at our discretion. Phishing is defined as any site that masquerades as another trustworthy site in attempts to acquire sensitive information such as usernames, passwords, credit card information, banking information, pin numbers, or any other personal information.

Phishing pages result in stolen identities, stolen banking information, stolen credit card information, and fraud that can cause the victims of these pages weeks, months, years, or even a lifetime of problems. In the event that a CLIENT'S account is suspended for phishing, the CLIENT'S account will be archived for potential use in legal proceedings and terminated. Any account suspended or terminated due to a phishing policy violation will be ineligible for refund. DSA reserves the right to invoice CLIENT'S at DSA'S hourly rate (with a 1 hour minimum) for all time spent investigating and mitigating any report that results in account suspension or termination.

3d.) Account Security Responsibility

It is the CLIENT'S responsibility to ensure that scripts/programs/software installed in their account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, CLIENT'S are requested to set permissions on most directories to 644 or as restrictive as possible. CLIENT'S are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as usernames and passwords. CLIENT'S are required to use a secure password. If a weak password is used, the CLIENT'S account may be suspended until the CLIENT agrees to use a more secure password. DSA may conduct audits to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

The security of CLIENT'S deliverables hosted in accounts managed by CLIENT including their support and billing system, cPanel, WHM, FTP, and SSH credentials are responsibility of the CLIENT. CLIENT'S are required to maintain a strong and secure password for these services and that you do not share these credentials with any other services (i.e. not using the same password for your email as well as your cPanel account). DSA defines a secure password as one in which there are no fewer than 8 characters and include at least one of each of the following: an upper case letter, lower case letter, a number, and a symbol. DSA strongly recommends rotating passwords at least once every three (3) months.

CLIENT is expected to use a secure form of FTP to connect to our servers such as FTPES (FTP Explicit over SSL) or sFTP (Secure FTP). Standard FTP is insecure and transmits your username and password in plain-text which should be avoided. Standard FTP is only available for legacy application requirements.

CLIENT agrees to keep all software up to date, including scripts, plugins, and themes, or otherwise be secured against unauthorized intrusion or hacking. In the event that we are made aware of an account that has been compromised or hacked, DSA may immediately suspend the service pending a full investigation. DSA may invoice the account holder of the compromised or hacked account an investigation fee at the rate of \$85 per hour (with a one hour minimum) for time spent investigating and mitigating the issue.

3e.) Third Party Responsibility

CLIENTS are responsible for supporting their own users and customers. DSA will not provide support to the users and customers of our CLIENT'S unless specified in a separate agreement. If a CLIENT'S customer or user contacts DSA directly, DSA reserves the right to place the CLIENT account on hold. All support requests must be made by the CLIENT on the behalf of their user or customer for security purposes. CLIENTS are also responsible for all content stored or transmitted under their account and the actions of their customers and users. Digital Strategy Associates will hold any Client responsible for any of their customers or users actions that violate the law or these terms of service.

3f.) Security and Performance Audits

Digital Strategy Associates reserves the right to reset the password on CLIENT accounts if the password on file is not current so that we may do security audits as required by our datacenter and internal company policies. It is the responsibility of the CLIENT to ensure that there is a valid email address and current root password on file for their account to prevent downtime from forced password resets. DSA reserves the right to audit accounts, including accessing CLIENT'S files hosted with DSA, as needed and to perform administrative actions at the request of our vendors.

3g.) Reselling Services

CLIENTS may not resell their deliverables, accounts, or other services provided by DSA without the express, written consent of DSA.

4.) Account Limitations and Resource Usage

4a.) Shared Hosting Limits

- All shared hosting accounts are limited to 250,000 Inodes (Files).
- Shared Hosting is limited to 1 CPU Core, 1 GB RAM, 20 Entry Processes, 100 Processes, 20 Megabytes/second I/O, and 25 Concurrent MySQL Connections.

Accounts found to be consistently exceeding these limits will either need to optimize to reduce usage or upgrade to another plan.

4b.) Resource Usage

CLIENTS may not:

- Use 25% or more of system resources for longer than 120 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, MySQL, etc.
- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Operate any sort of chat box, shout box, or other chat platform that is hosted directly from DSA'S servers.
- Run any bit torrent application, tracker, or client. Please note that CLIENT'S may link to torrents off server, but may not host or store them.
- Participate in any file-sharing/peer-to-peer activities.

- Run any gaming servers such as counter-strike, half-life, battlefield1942, etc.
- Run cron entries with intervals of less than 5 minutes without prior written approval.
- Use our hosting accounts for the storage of backups or other data not related to active websites.

4c.) Bandwidth Allowance

CLIENTS are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. If a CLIENT'S account exceeds the allocated amount, DSA reserves the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until the CLIENT upgrades to a higher level of package, terminate the account and/or charge the CLIENT an additional fee for the overages. CLIENT'S will be billed for bandwidth usage beyond the previously agreed upon allocated amount at the rate of \$5 per gigabyte. Unused bandwidth from one month cannot be carried over to the next month or refunded.

4d.) Backup Generation

The backup process which packages and compresses a CLIENT'S account can be highly resource intensive and as such all backup processes should be performed during off-peak times as defined below. Any backup process found to be causing performance issues for others on the server due to backup generation during peak time periods can be disabled and, at DSA'S discretion, the account suspended until the account holder contacts our support department.

Off-peak times which are acceptable for backup generation are defined as:

- Monday through Friday from 10 PM ET to 7 AM ET.
- Saturday and Sunday at any time [12:01 AM ET Saturday to 11:59 PM ET Sunday].

4e.) IPv4 Addresses (IP Addresses)

DSA does not recognize or condone the usage of Dedicated IP addresses in a shared, environment for any purpose other than SSL as required by the SSL Protocol. Any deliverable located on a Dedicated IP without an active SSL certificate or DSA'S written approval, can, at DSA'S discretion and without warning, be moved to a shared IP address of our choosing.

5) Payment

The CLIENT agrees to supply appropriate payment for the deliverables received from DSA, in accordance with a separate agreement between DSA or the CLIENT, or in advance of the time period during which such services are provided. The CLIENT agrees that unless the CLIENT notifies DSA of the CLIENT'S desire to cancel any or all deliverables received, those deliverables will be billed on a recurring basis or until termination of a separate agreement.

DSA accepts Visa, MasterCard, Discover, American Express, through our third party payment provider. DSA will also accept direct mail-in payments or purchase orders on annual or longer billing cycles only with prior approval from DSA.

Cancellations must be done in writing via the cancellation form provided in the client dashboard or according to the terms and conditions outlined in a separate agreement. Once the cancellation is submitted via our support system or according to the terms and conditions in a separate agreement, the CLIENT will receive a cancellation confirmation.

It is the CLIENT'S responsibility to ensure that their payment information is up to date, and that all invoices are paid on time. DSA provides a 7 day grace period from the time the invoice is due and when it must be paid. Any invoice that is overdue for 7 days and is not paid in full will result in account suspension until the account balance has been paid in full. Unless included in a separate agreement, invoices are assessed a late fee of 1.5% when they become 15 days past due. Any account that is overdue for 30 days and has not paid will be automatically terminated.



Invoices that have been paid more than once are automatically added as credit towards the account and will not be refunded.

The amount CLIENT'S pay for deliverables will never increase from the date of purchase without prior notice. DSA reserve the right to change prices listed, and the right to increase or decrease the amount of resources given to plans at any time.

DSA reserves the right to change the monthly payment amount and any other charges at anytime.

6) Cancellations and Refunds

6a.) Cancellation Policy

Unless specified in a separate agreement, the following cancellation guidance applies: Cancellations must be submitted via DSA'S Billing and Support system via the client dashboard. Cancellations requested via e-mail will not be honored and directions will be provided to submit a cancellation via DSA'S Billing and Support system. Refund requests after the initial thirty (30) days of service will result in a pro-rated credit being added to the CLIENT'S account. Prorated credits will be calculated less any promotions or discounts applied to the term being credited. After thirty (30) days, a prorated refund may be given at DSA'S sole discretion for accounts in good standing. Any prorated refunds will be calculated less any promotions or discounts applied to the term being prorated.

6b.) Refunds

Upon any termination of Services agreement by Client, DSA shall be entitled to payment for all Services up to the date of such termination.

Digital Strategy Associates reserves the right to cancel any account at any time with or without notice.

Violations of these Terms of Service will waive the refund policy and no refund or credit will be granted.

6c.) Money Back Guarantee

Where specifically applied, certain DSA deliverables carry a thirty (30) day unconditional money back guarantee. If the CLIENT is not completely satisfied with DSA'S services within the initial first thirty (30) days of service, the CLIENT is eligible for a full refund. Any domain name registered for free with DSA as a part of a promotion, is valued at \$25 and the refund will be reduced by this amount.

No refunds will be granted for dedicated servers, colocation, lifetime plans, design services, managed services, renewals, and domain registrations -- the 30 day money back guarantee does not apply.

6d.) Uptime Guarantee

DSA provides a 99% uptime guarantee. CLIENTS who experience downtime that is not within the 99% uptime window may receive one month of credit on their account. Approval of the credit is at the discretion of DSA dependent upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system of the server which may differ from the uptime reported by individual services. To request a credit, please contact support@digitalstrategyllc.com with justification. All requests must be made in writing via email within seven (7) days following the calendar month where the uptime guarantee was not met.

7.) Domain Renewal Notices and Domain Renewals

As required by the ICANN DSA will send a domain renewal notice 30 days and 5 days prior to expiration as well as 5 days after expiration.

We renew domains 7 days prior to their expiration to allow time to resolve any issues that may arise preventing the renewal of the domain such as but not limited to: an expired credit card, insufficient funds in your PayPal account, bank holidays, etc.

If a domain is set to auto-renew we will attempt to renew it automatically on the renewal date. If the domain fails to renew on the renewal date we will try again on the expiration date. If a domain is set to not auto-renew you will still receive the renewal notices 30 days and 5 days prior to expiration as well as the reminder 5 days after expiration although we will not attempt to renew the domain for you. If you do wish to renew a domain that is set to not auto-renew you can do so manually from the domain details in our support system.

8.) Backups and Data Loss

CLIENT'S use of services is at CLIENT'S sole risk. DSA is not responsible for files and/or data residing on CLIENT'S account. CLIENT agrees to take full responsibility for files and data transferred and to maintain all appropriate backup of their files and data stored on DSA'S servers. While DSA does maintain backups of files and/or data residing on our servers, DSA accept no responsibility should backups be unavailable for any reason including but not limited to data corruption, hardware failure, or negligence. Any account larger than 5 gigabytes may, at DSA'S discretion, be excluded from our backup systems with or without notice. All cPanel backup files, backup-*.tar.gz and cpmove-*.tar.gz, older than seventy-two (72) hours will be removed from the server automatically and we suggest downloading said backups to an off-server location.

9.) Indemnification and Liability

9a.) Indemnification

CLIENT agrees to indemnify, save and hold harmless DSA from any and all damages, liabilities, costs, losses, or expenses arising out of any claim, demand, or action by a third party arising out of any breach of CLIENT'S responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances DSA shall promptly notify CLIENT in writing of any claim or suit; (a) CLIENT has sole control of the defense and all related settlement negotiations; and (b) DSA provides CLIENT with commercially reasonable assistance, information and authority necessary to

perform CLIENT'S obligations under this section. CLIENT will reimburse the reasonable out-of-pocket expenses and time incurred by DSA in providing such assistance.

Force Majeure. DSA shall not be liable to CLIENT or its CUSTOMERS for any delay or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, electric outage, strike or labor dispute, public health emergency/pandemic, war or other violence, any law, order or requirement of any governmental agency or authority, or any act or omission of DSA or its employees or agents. In the event and to the extent of any period of such delay, nonperformance shall not be deemed a breach of this Agreement and any schedule or due dates shall be adjusted accordingly.

Settlement Approval. The indemnifying party may not enter into any settlement agreement without the indemnified party's written consent.

Limitation of Liability. The services and the work product of DSA are sold "as is." In all circumstances, the maximum liability of DSA, its directors, officers, employees, design agents and affiliates ("contractor parties"), 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 the net profit of DSA. In no event shall DSA be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by DSA, even if DSA has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy. If any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

9b.) Arbitration

The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of New Jersey without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration

through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of New Jersey. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. CLIENT acknowledges that DSA will have no adequate remedy at law in the event CLIENT uses the deliverables in any way not permitted hereunder, and hereby agrees that DSA shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

9c.) Disclaimer

(a) DSA hereby represents, warrants and covenants to CLIENT that DSA will provide Services in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services. (b) DSA further represents, warrants and covenants to CLIENT that (i) except for Third Party Materials and CLIENT Content, the Final Deliverables shall be the original work of DSA and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by DSA, DSA shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for DSA to grant the intellectual property rights provided in this Agreement, and (iii) to the best of DSA'S knowledge, the Final Works provided by DSA and DSA'S subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event CLIENT or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of CLIENT shall be void. (c) **Except for the express representations and warranties stated in this Agreement, DSA makes no warranties whatsoever. DSA explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the Project.**

10.) Miscellaneous Provisions



10a.) Disclosure to law enforcement

DSA may disclose any subscriber information and files, databases, access logs, and other account data to law enforcement agencies without further consent or notification to the CLIENT upon lawful request from such agencies. DSA will cooperate fully with law enforcement agencies.

10b.) Addendum Terms and Agreements

By agreeing to these terms of service, CLIENT agree to have read and understood not only this document, but DSA'S privacy policy, support scope, and our mailing policy documentation and agreement.

10c.) Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

10d.) Changes to the Terms of Service

Digital Strategy Associates reserves the right to revise its policies at any time without notice.

Terms of Service updated 03/18/2020.



Privacy Policy

Digital Strategy Associates is committed to protecting the privacy of our clients. By using our services and products, you agree to the use of data that we collect in accordance with this Privacy Policy.

We may collect any or all of the information that you give us depending on the type of transaction you enter into, including your name, address, telephone number, fax number, email address, usernames, and passwords, together with data about your use of our website (digitalstrategyllc.com) and services. Other information that may be needed from time to time to process a request may also be collected as indicated on the website.

We use the information collected primarily to process the task for which you visited the website or service for which you have engaged us to perform. All reasonable precautions are taken to prevent unauthorized access to this information. This safeguard may require you to provide additional forms of identity should you wish to obtain information about your account details.

Who we are

Digital Strategy Associates LLC is a Limited Liability Company incorporated under the laws of the State of New Jersey in the United States of America. Our website address is: <https://digitalstrategyllc.com>.

What personal data we collect and why we collect it

Analytics

We use Google Analytics to analyze visitor traffic to our website. For more information, please visit Google's Privacy Policy Page at: <https://www.google.com/policies/privacy/>

Caching

Our website and some of our services utilizes caching in order to facilitate a faster response times and a better user experience. Caching potentially stores a duplicate copy of every web page that is on display. All cache files are temporary, and are never

accessed by any third party, except as necessary to obtain technical support from the cache plugin vendor. Cache files expire on a schedule set by the site administrator, but may be purged by our system administrator's before their natural expiration, if necessary.

Comments

When visitors leave comments on our website and services, we collect the data shown in the comments form, and also the visitor's IP address and browser user agent string to help with spam detection.

An anonymized string created from your email address (also called a hash) may be provided to the Gravatar service to see if you are using it. The Gravatar service privacy policy is available here: <https://automattic.com/privacy/>. After approval of your comment, your profile picture is visible to the public in the context of your comment.

We collect information about visitors who comment on our websites and in our services that use our Akismet anti-spam service. The information we collect depends on how the User sets up Akismet for our services, but typically includes the commenter's IP address, user agent, referrer, and Site URL (along with other information directly provided by the commenter such as their name, username, email address, and the comment itself).

Contact forms

Our contact forms collect your personal information including full name, organizational affiliation, email address, telephone number, and IP address.

Cookies

Your Internet browser has the built-in capability for storing small files - "cookies" - that hold information which allows a website to recognize your account. Our website takes advantage of this capability to enhance your experience. You have the ability to prevent your computer from accepting cookies but, if you do, certain functionality on our website and services may be impaired.

If you leave a comment on our website you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

If you have an account and you log in to our website, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser.

When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select "Remember Me", your login will persist for two weeks. If you log out of your account, the login cookies will be removed.

If you edit or publish an article, an additional cookie will be saved in your browser. This cookie includes no personal data and simply indicates the post ID of the article you just edited. It expires after one (1) day.

Embedded content from other websites

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

Our website uses plugins from YouTube, which is operated by Google. The operator of the pages is YouTube LLC, 901 Cherry Ave., San Bruno, CA 94066, USA. If you visit one of our pages featuring a YouTube plugin, a connection to the YouTube servers is established. Here the YouTube server is informed about which of our pages you have visited. If you're logged in to your YouTube account, YouTube allows you to associate your browsing behavior directly with your personal profile. You can prevent this by logging out of your YouTube account. YouTube is used to help make our website appealing. This constitutes a justified interest pursuant to Art. 6 (1) (f) DSGVO. Further information about handling user data, can be found in the data protection declaration of YouTube under <https://www.google.de/intl/de/policies/privacy>.

For uniform representation of fonts, this page uses web fonts provided by Google. When you open a page, your browser loads the required web fonts into your browser cache to display texts and fonts correctly. For this purpose your browser has to establish a direct connection to Google servers. Google thus becomes aware that our web page was accessed via your IP address. The use of Google Web fonts is done in

the interest of a uniform and attractive presentation of our plugin. This constitutes a justified interest pursuant to Art. 6 (1) (f) DSGVO. If your browser does not support web fonts, a standard font is used by your computer. Further information about handling user data, can be found at <https://developers.google.com/fonts/faq> and in Google's privacy policy at <https://www.google.com/policies/privacy/>.

Media

If you upload images to the website, you should avoid uploading images with embedded location data (EXIF GPS) included. Visitors to the website can download and extract any location data from images on the website.

Who we share your data with

We may disclose any personal information obtained about you from this website to third parties. We may use the information to keep in contact with you and inform you of developments associated with our business. You will be given the opportunity to remove yourself from any mailing list or similar device. If at any time in the future we should wish to disclose information collected on this website to any third party, it would only be with your knowledge and consent.

We may from time to time provide information of a general nature to third parties - for example, the number of individuals visiting our website or completing a registration form, but we will not use any information that could identify those individuals.

How long we retain your data

If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognize and approve any follow-up comments automatically instead of holding them in a moderation queue.

For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

What rights you have over your data

If you have an account on this site, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

Where we send your data

Visitor comments may be checked through an automated spam detection service. We utilize Cloud Flare to provide website firewall and visitor screening services. Visitors who make a submission via our contact forms will have their information transmitted to Salesforce, our CRM partner. Online payments through our website are processed through Intuit or PayPal.

Data Breach Policy

Digital Strategy Associates takes its responsibility to safeguard personal information seriously. If a data breach occurs, we have policies and procedures in place to address the issue immediately. A data breach occurs when “any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person is involved in a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.” If a data breach occurs, Digital Strategy Associates will notify the affected parties within 72 hours of the discovery of the data breach.

Contact Us

If you have any questions about our Privacy Policy, or if you want to know what information we have collected about you, please contact support@digitalstrategyllc.com. You can also correct any factual errors in that information or require us to remove your details from any list under our control.

Additional information

Domain Name Registration

Client understands that domain name ownership information (including name, address, phone, and email address) is publicly available through the WHOIS database.

Disclosure to Law Enforcement

Digital Strategy Associates may disclose any client information to law enforcement agencies without further consent or notification to the client upon lawful request from such agencies. Digital Strategy Associates will cooperate fully with law enforcement agencies.

Changes to this Policy

Any changes to our Privacy Policy will be placed here and will supersede this version of our Policy. We will take reasonable steps to draw your attention to any changes in our Policy. However, to be on the safe side, we suggest that you read this document each time you use the website to ensure that it still meets with your approval.

Revised 3/18/2020



Support Scope

The following document outlines the scope and limitation of support for each product that Digital Strategy Associates offers. Since many of the deliverables and services we provide rely on a combination of customer supplied client software and third-party products, it is important to define what is supported by our company and what is the responsibility of the customer and/or third-party software vendors. Please note additional support scopes may be applicable to clients who have a managed services agreement with us.

Submitting a Support Request

All clients may submit a support request via email to support@digitalstrategyllc.com or through the support help desk on the client dashboard. While we strive to respond to support requests in a timely manner, we cannot guarantee a specific turnaround time, unless detailed in a separate managed services agreement between Digital Strategy Associates and the client. Support requests are not serviced on a first come/first serve basis, but rather are triaged to ensure the most urgent requests are addressed first. Support requests must be submitted by the point of contact listed for the account. Requests from other individuals, customers, or users, will not be addressed, unless they are listed as a contact for the account.

Services We Support

Common Services. We actively monitor and ensure that all basic services provided or managed by us are working, such as email, FTP, SSH, web serving, and cPanel. If you feel a service is not working, we will manually check to make sure it is working as intended.

Server Software. We will maintain and secure all software that resides on our network and servers, such as Apache, MySQL, and PHP. We will control and determine the version and configuration of software on our servers. As a result, software we have installed may not always be the latest version available or be compatible with your own software.

Hardware. We will monitor and maintain all of the server hardware. In the event of a hardware failure, we will replace any faulty hardware as soon as possible.

Client Responsibility

Internet Training. It is expected that you have a basic understanding of Internet concepts such as DNS, email, and FTP. We provide training sessions as a separate service.

Data Backup. You are responsible for maintaining current backups of your data. We maintain our own backups in the event of a disaster, however, we do not guarantee the availability or restoration of any lost data.

DNS Zone Files. A DNS zone file converts your IP address to your domain name. You can modify MX, CNAME, A, and other records for your domain's zone file from cPanel.

Domain Names. You are responsible for using the supported services provided by your registrar for anything related to your domain name. If you choose not to use our nameservers, you are responsible for modifying your DNS records to point to your IP address, which can change without notification.

Email Client Configuration. We can assist you with the most basic settings for an email account with your preferred mail client, such as Microsoft Outlook or Apple Mail. However, we cannot assist you in any advanced configuration or troubleshooting, such as spam filtering.

FTP Client Configuration. We cannot provide extensive troubleshooting relating to the advanced configuration of your FTP software. We will do our best to help you make a connection to your account. You are expected to use a secure form of FTP to connect to our servers such as FTPES (FTP Explicit over SSL) or SFTP (Secure FTP). Standard FTP is insecure and transmits your username and password in plain-text which should be avoided. Standard FTP is only available for legacy application requirements.

Scripts & Applications. You are fully responsible for the installation and operation of any and all scripts and applications. We will not troubleshoot or provide any support relating to malfunctioning scripts or applications. You are responsible for maintaining the latest version of any and all scripts and applications.

Revised 3/18/2020



Mailing Policy

The use of services from Digital Strategy Associates LLC [hereafter referred to as "Digital Strategy Associates"] constitutes agreement to these terms.

Digital Strategy Associates offers email services as an added convenience, however, there are policies that our customers must be aware of and follow. Customers with large mailing lists and those that need to send substantial amounts of email should consider a dedicated mailing provider. The limits listed in this document apply to each cPanel account [hereafter referred to as "account"].

Limits

- Any attempts to bypass any mailing restrictions or limitations enumerated in this document may result in the suspension and/or termination of all related services.
- All accounts are limited to 1,000 emails sent per hour. Any mail above and beyond this limits will be failed and will be discarded without delivery
- All accounts have a fair-use limit of 12,000 messages per day.
- Any account receiving more than 20 spam reports over a rolling 30 day period, or 10 spam reports over a rolling 7 day period may, at our discretion, be required to utilize a third party mailing service for all outgoing email.
- Scripts which send email as a result of user activity (user registration, new comment posted, forum subscriptions, etc) should include measures to prevent abuse.
- "Refer a friend" and "tell a friend" type forms where a custom subject and message body can be provided by the visitor submitting the form are strictly prohibited.
- Direct SMTP mailers, such as DarkMailer, are not permitted.

Mailing Lists

- Use of any list that was purchased or given to you is strictly prohibited.
- All mailing list subscribers must be double opt-in.

- All messages must contain a one click unsubscribe link with no additional steps required.
- Mailing lists must comply with US SPAM Laws and Guidelines such as those seen here: <http://business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business>.
- All outbound mail must be relayed through our local Mail Transit Agent on port 25 or 26 unless you are using a third party dedicated mailing provider.
- Mailing lists may not have more than 5,000 recipients. Splitting one list into separate lists to circumvent this limit may result in account suspension and/or termination.

Forwarded Email

Messages forwarded to external mail providers via our servers may not be reported as spam regardless of their content. If you wish to report messages that were forwarded as spam, create a local email account and obtain the headers from our server, and not at the final forwarded destination.

Access to this feature may be disabled or restricted for any account as necessary to maintain our email sending and IP address reputations.

Unsolicited Commercial Email [UCE] / SPAM

Any Unsolicited Commercial Email will be considered spam. Sites hosted with us may not be advertised via spam [i.e. spamvertised].

Default cPanel Accounts / Catch-Alls

The default mail account created with cPanel may be emptied daily. The default account is a receive-only account and is not capable of sending mail. Often this default mailbox is ignored resulting in hundreds of thousands of emails from scripts filling this box and never being manually emptied. Should you require a catch-all, please create a



regular email account in your cPanel under "Email Accounts" and then set that email address as the default (catch-all) under the option "Default Address."

Revised 3/18/2020



Law Enforcement Policy

These guidelines are intended for law enforcement personnel seeking to request information about Digital Strategy Associates LLC clients.

Client Information

Digital Strategy Associates LLC in accordance with our Privacy Policy and Terms of Service holds client information. We require a subpoena, court order, or other valid legal process to disclose information about our clients.

Data Retention Information

Digital Strategy Associates LLC retains different types of information for different time periods. Given Digital Strategy Associates LLC's real-time nature, some information may only be stored for a very brief period of time.

Preservation requests in accordance with applicable law must be signed, include the client's information, a valid return email address, and be sent on law enforcement letterhead. Requests may be sent to info@digitalstrategyllc.com.

Private Information Requires a Subpoena or Court Order

In accordance with our Privacy Policy and Terms of Service, non-public information about Digital Strategy Associates LLC users is not released except as lawfully required by appropriate legal process such as a subpoena, court order, or other valid legal process.

Some information we store is automatically collected, while other information is provided at the user's discretion. Though we do store this information, it may not be accurate if the user has provided fake or anonymous information. Digital Strategy Associates LLC does not require email verification or identity authentication.

Requests for User Information

Digital Strategy Associates LLC is located in New Jersey and will only respond in compliance with U.S. law to valid legal process. For example, requests for contents of communication require a U.S. search warrant.

Emergency Requests

Digital Strategy Associates LLC evaluates emergency disclosure requests on a case-by-case basis. If we receive information that gives us a good faith belief that there is an emergency involving the death or serious physical injury to a person, we may provide information necessary to prevent that harm, if we have it.

Requests From Non-U.S. Law Enforcement

U.S. law authorizes Digital Strategy Associates LLC to respond to requests for user information from foreign law enforcement agencies that are issued via U.S. court either by way of a mutual legal assistance treaty or a letter rogatory. It is our policy to respond to such U.S. court ordered requests when properly served.

Notification of Users for Requests for Account Information

Digital Strategy Associates LLC's policy is to notify clients of requests for their information prior to disclosure unless we are prohibited from doing so by statute or court order (e.g., an order under 18 U.S.C. § 2705(b)).

What Information Must Be Included in the Request?

When requesting user information, your request must include:

- The clients name, address, and website URL (if applicable).
- Details about what specific information is requested and its relationship to your investigation.
 - A Valid email address and phone number for the law enforcement official requesting the information.

How To Make an Emergency Request

If there is an emergency that involves the danger of death or serious physical injury to a person that Digital Strategy Associates LLC may have information necessary to prevent, you may make an emergency disclosure request by calling 862-243-2932. Please include all of the following information:

- Identify the person who is in danger of death or serious physical injury;
- The nature of the emergency (e.g., report of suicide, bomb threat);
- Client name, address, and a list of the subject account(s) whose information is necessary to prevent the emergency;
- The specific information requested and why that information is necessary to prevent the emergency; and
- All other available details or context regarding the particular circumstances.

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