

SLA Digital Marketing | 2.0

Service Level Agreement: Digital Marketing

This Service-Level Agreement (this “Agreement” or this “Service-Level Agreement”) is made by and between "Client" and One Firefly ("Supplier")

WHEREAS, customer is willing to continue with the Agreement indefinitely upon Supplier's acceptance of the terms and conditions of this Agreement, and Supplier confidently accepts the terms and conditions herein;

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions and the Service Levels, the Parties hereby agree as follows:

Definitions

One Firefly offers a tiered set of packages for digital marketing services, each of which containing a combination of the following services*:

1. **Blogging** establishes your company as an industry authority and consistently adds relevant and engaging content to your website. We craft blogs that target your business' customers, improve search engine optimization and drive organic traffic to your website. You will have the opportunity to target keyphrases that align with your business and either provide blog-specific angles or have writers choose angles from our existing topic library. [See section 4 \(Product Deliverables\) for more details.](#)
2. **Blog Topic Newsletters** is an email newsletter that promotes your blogs posted to your website (*in the previous month*) and directs the visitor to take action and click to visit your website and read the full content. This helps you get the most out of your blogs by pushing your message to an audience most likely to engage with your content - your customers, your prospects and your trade referral sources such as architects, designers and builders. All email marketing, such as newsletters, will be distributed to your contact list via your CRM or Marketing Automation platform such as Constant Contact.
3. **Digital Marketing Account Management**
 - Monthly communication [see Section 1: Communication](#) for frequency and team engagement options.
 - Ongoing campaign performance optimization
 - Monthly strategic marketing recommendations

- Alignment with business goals and opportunity to adjust based on needs
 - 24-hour, 7 day/week access to your reporting dashboard
 - Go-to expert strategist for support and help
 - Single point of contact at One Firefly to help with questions and feedback
4. **Facebook Management** services keep content fresh and relevant on your Facebook page. To drive engagement with your customers, prospective clients, and trade referral sources such as architects, designers, and builders, we will post a variety of company content that may include (based on availability) blog articles, relevant web pages on your site, Client-supplied content, case studies, press releases, project photos, YouTube videos and UIU training videos
 5. **Facebook Advertising** will be optimized to assist in achieving your overall goals for digital marketing. Most often, ads will aim to deliver website traffic, but the One Firefly strategist on your account may recommend other approaches if they better suit your needs. Most often, we will run campaigns that target your current customers or a segment of users likely to be worthwhile prospective customers to drive them to your website to read one of your latest blog articles.
 6. **Display Ad Remarketing** shows your message to individuals who have visited your website or engaged with your business as they navigate elsewhere throughout the web. These display ads assist in brand awareness and recall, and help to reinforce your message to visitors while they continue their research and normal browsing activities.
 7. **Organic LinkedIn Management** is an effective tool to communicate your message to prospective clients who are likely to be business owners, entrepreneurs, and active professionals in their spaces. We will craft posts on behalf of your business page to promote your website and blog content to uniquely appeal to this space. Representatives of your business are encouraged to share these posts to their personal networks.
 8. **Organic Instagram Management** allows you the opportunity to show off the projects of which you're most proud! Humanize your company by sending us original videos and photos of your team and projects, along with corresponding descriptions of what's included, and we will craft them into compelling posts that drive engagement with your current and prospective customers. To facilitate photo sharing between your team and ours, we'll create a shared Google Drive for us to utilize. Or, if your organization uses Slack, we can create a shared Slack channel to help expedite communication.
 9. **Organic Twitter management** allows users to publish short posts known as tweets. Twitter members follow and broadcast tweets on a variety of platforms, and your tweets can be tailored to your target audience.

10. **Topic Calendars** allow you to view the curated topics planned to be published monthly, allowing you to have additional visibility and collaboration if necessary. Topic Calendars are provided at least 2 weeks prior to the month of production.
11. **Review Champ** is a review management platform that allows you to send your customers review invitations, track your reviews, and curate a stream of reviews on your website.
12. **Smart Layouts** is a polished collection of interactive renderings specifically designed to be showcased on technology integrator's websites.
13. **UI University** makes it easy for technology contractors to educate both prospects and clients using rich HD videos that depict how to operate the various aspects of a control system.
14. **Lead Concierge** is a One Firefly-staffed live chat service that engages your website visitors with real-time support and answers to their pressing questions.

*All services also available a la carte. Many of the services defined above are components of integrated marketing packages. Contact your sales representative or account manager for current package pricing and details.

1. Communication

In addition to the monthly Digital Marketing Package, clients will also be assigned to an Account Management tier. These tiers designate the appropriate amount of general, consultative communication from his/her Account Manager and respective content teams. Client's unique goals and needs for their marketing + package size are both considered for tier placement. Tier upgrades are available upon One Firefly recommendation or client request.

Tier	Retail Price	Description
Tier 1 Account Management	\$410	Qty 1 30 min meeting bi-monthly or quarterly video meeting w/ monthly email and/or phone call check in (i.e. paper meetings) in between
Tier 2 Account Management	\$549	Qty 1 30-45 min video meeting every 2 months w/ monthly email and/or phone call check in (i.e. paper meetings) in between; Member of social or writing team can join meeting 1-time quarter (if warranted)

Tier 3 Account Management	\$749	Qty 1 60 min video meeting every month. Member of the social or writing team can join meeting every month (if warranted). Includes social media topic calendar.
Tier 4 Account Management SEM clients	\$1,390	Qty 1 60 min video meeting every month. Member of the social, writing or SEM team can join meetings every month (if warranted). Includes social media topic calendar.
Tier 5 Account Management - SEM clients	\$1,690	Qty 1 60 min video meeting every month, Qty 1 30 min video/phone check in. Member of the social, writing and SEM team can join meeting every month (if warranted). Includes review and approval calendar for social media.

2. Approval and Acceptance Process

For some products and services, One Firefly may request the Client's review and approval of a deliverable. One Firefly will make all reasonable attempts at contacting the Client and ensuring an opportunity for review. However, if the Client does not respond to the request within three business days, One Firefly will progress the deliverable to the next logical step in the campaign. This will be done in the interest of maintaining consistency and timeliness of the Client's marketing efforts.

Requests for approval may apply (but are not limited) to the following items:

- Editorial Calendars
- Blog Drafts
- Newsletter Drafts
- Custom Copywriting
- Social Media Topic Calendar (*AM Tiers 3-4 only*)
- Social Media Review & Approval Calendar (*AM Tier 5 only*)

3. Imagery

In some cases, content deliverables may require supporting imagery. If the Client is able to provide appropriate project imagery that fit the size and can be logically cropped to the required aspect ratio of the deliverable without compromising the integrity of the image, One Firefly will use that media as a first preference. In the case where the Client is unable to provide imagery that meets the outlined criteria, One Firefly will utilize other media options as outlined below.

3.1 Client Provided Imagery

All images from the Client to be used in content marketing efforts must be a minimum of 1080x1080 pixels. While this resolution is optimal for social media, larger resolution is welcomed and better suited for website usage.

3.2 Manufacturer Imagery

One Firefly has cultivated a large collection of manufacturer-provided images which are available for use to the dealers of those specific brands. If the Client indicates that they are a dealer of a particular brand, One Firefly trusts that to be true and is free of liability of a Client showing manufacturer imagery that is found to be inappropriately used. If a Manufacturer indicates that imagery may be used across any of its dealer sites, then we trust that to be true and One Firefly is free of liability of imagery inappropriately used on dealer's sites.

3.3 Enhanced Or Extended License Imagery

One Firefly may also utilize enhanced or extended license stock imagery, which One Firefly has purchased for use on our clients sites and in final One Firefly produced and delivered content. The Client may not use this imagery for other marketing and will need to separately purchase the appropriate image license for that purpose. One Firefly will attempt to provide clients with directions to purchase business-use image licensing upon request.

3.4 One Firefly Media Gallery

The One Firefly Media Library is strictly available for use in deliverables for those clients who have purchased and received a Mercury Pro website and are One Firefly web hosting clients. All requirements in relation to this intellectual property can be referenced on our [Terms of Use page](#).

4. Product Deliverables: Blogs

One Firefly Thought Leader Blogs are available in three different tiers based on the word count and allocated time given to each piece of content. Glow blogs are available in both standard and PRO varieties. PRO packages include additional time with the writer to gather

information and feedback, more dedicated time spent researching each of the approved topics and more time allocated to the writer to complete the blog.

The Spark blogs are only available in the standard package while all Blaze blogs will automatically include all Pro package features.

4.1 Blog Types

- *Spark*: A Spark blog is approximately 270-330 words and is meant to provide a general overview of the topic assigned to the writer.
- *Glow*: A Glow blog is approximately 450-550 Words. These blogs can go a little into more detail and provide examples, with clients able to provide specific angles for writers to follow.
- *Glow Pro*: A Glow Pro blog is approximately 450-550 Words. What makes the “Pro” version different are these three areas:
 - More time spent with you the client to gather information and feedback.
 - More time for our writers to research the chosen/approved topics.
 - More time writing the piece itself.
- *Blaze*: A blaze blog is approximately 900-1100 Words. These blogs are custom in nature with a conversation with our writers encouraged to hone in on unique blog angles. The goal is to provide a more comprehensive discussion of the topic to help the client become an authority on the topic.

4.2 Blog Imagery

At standard pricing, each blog *tier* will feature exactly one image. The image is subject to the conditions outlined in section 3: Imagery. If the Client would like additional imagery or video in a blog, additional fees will apply. Only upon acceptance of the updated billing terms will changes be enacted.

4.3 Local SEO Value

For blogs written with a desired outcome of an increase to the website’s search engine optimization performance, One Firefly will follow standard best practices as determined by our product development team. Those practices may include the following:

- Headers and subheaders
- Internal links directing to other pages of the Client’s website
- References to local geographies

- A keyphrase that fits the campaign strategy
- Imagery alt tags

To achieve optimum SEO results, One Firefly strongly recommends the Client's website include capabilities for category pages. If the Client wishes to operate outside of this recommended architecture, ranking performance and traffic will almost certainly be significantly reduced. To assist in achieving the highest possible results, in some cases One Firefly will install a Joomla-based blog environment onto the Client's subdomain. For details and requirements on this install, please reference the below table: Blog Setups by Content Management System (CMS).

Content Management System (CMS)	Native Blogging Compatible?	Requirements	Other Notes
Joomla	Yes	Blog page, category widget, tag widget	Additional setup may only be required if the Client has a Joomla website that One Firefly did not produce. In this case, a blogging plugin or additional configuration may be recommended.
Wordpress			Additional setup may be required if the Client's website does not contain the requirements for optimal SEO Performance. In this case, One Firefly offers web design services and will make all reasonable attempts to incorporate requirements in the Client's existing framework.
Squarespace	No*		Native blog posting will likely deliver poor SEO performance. Building a Joomla or Wordpress blog on a subdomain is the recommended approach, if SEO performance is desired.
Wix			
StudioTask (Relidy's proprietary CMS)	No		Native blog is likely not an option. Building a Joomla or Wordpress blog on a subdomain is the recommended approach, if SEO performance is desired.
No CMS			One Firefly recommends the Client purchase a Joomla or Wordpress website featuring a blog.
All other CMSs	Potentially		One Firefly will address all other CMSs on a case by case basis. Website logins may be required in order to properly analyze whether a platform is suitable for blogging or not.

*One Firefly expects poor SEO performance, and is not to be held accountable for SEO performance, if the Client chooses to proceed with native blog content posting.

4.4 Unique Blog Content

Original copy is vital to SEO performance which is why One Firefly blogs will have no more than 30% copy duplicated from other online sources including, but not limited to, existing One Firefly blogs and websites. All blogs will undergo internal audits using Grammarly software to ensure these standards are met.

4.5 Rewrites

In cases where the One Firefly team has produced factually accurate content in line with the accepted editorial calendar and client-provided angles, where applicable, rewrites will incur additional fees at a rate of 50% of the standard blog price. Only upon acceptance of the updated billing terms will rewritten production begin.

5. Product Deliverables: Blog Topic Newsletters

5.1 Newsletter Content

Email newsletters will feature a predetermined number of blogs produced from the previous production month (up to four blogs featured).

5.2 Spotlights

During the campaign launch phase, the Client will have the opportunity to choose two pages from his or her website to consistently feature every month as “spotlights.” The Client may also elect for One Firefly to choose the spotlight content for him or her.

Every 12 months, the Client will have the option to update their spotlight content as a courtesy. Any change to those spotlights following delivery of the first newsletter and outside of this once yearly update may incur an additional cost.

5.3 Approval

Once One Firefly has sent the draft newsletter to the Client, via email, he or she will have 5 business days to request changes or provide input. In an effort to maintain campaign consistency, if we do not receive feedback within that time frame, the newsletter will be considered approved and accepted, and will be sent to the Client's contact list.

6. Product Deliverables: Social Media

6.1 Facebook Posts

Each Facebook post will feature one image or video. Clients are encouraged to submit internal images and videos for social media use. These can include photos of project work, internal promotions, or company highlights. Unless otherwise agreed upon, posts will link to pages and blog content within the Client's web site. If the Client does not have a Facebook page, One Firefly will create one.

6.2 Instagram Posts

The service of Instagram Posts will be activated once the Client has agreed to produce and send original photography and potentially videography to One Firefly on an ongoing monthly basis via Google Drive, a Digital Asset Management (DAM) System, or shared Slack channel. If the Client has purchased Instagram posts, he or she will provide original photography or videography for those posts no later than the week prior they are scheduled for production. If the Client does not have an Instagram page, One Firefly will create one. On each post, One Firefly will also curate 3-5 relevant hashtags.

6.3 LinkedIn Posts

LinkedIn content will be posted on behalf of the business page. Content will include client blog articles, job postings, and company solutions that will link back to the client's website. One Firefly asks that the Client and all appropriate employees share each post from their personal profiles to gain the greatest possible reach. If the Client does not have a LinkedIn page, One Firefly will create one.

6.4 Twitter Posts

Twitter connects you and your business to what's happening in the world every single day. We keep up to date with the latest trends and use Twitter as a viable social listening tool. Additionally, it is a great way to monitor your brand's public reputation. One Firefly will create the copy, images, and will use up to two relevant hashtags. To drive traffic back to client websites, One Firefly will also post client blogs.

6.5 Social Media Calendars

6.5.1 Topic Calendar: For clients enrolled at AM Tiers 3 & 4, a social media topic calendar will be provided monthly. This calendar is used to keep the client informed of the coming month's content for social media.

6.5.2 Review & Approval Calendar: For clients enrolled at AM Tier 5, a social media review and approval calendar will be provided monthly. This calendar allows the client to not only be informed of upcoming posts for the month, but also approve them ahead of time.

Outside of the AM Tiers 3-5, clients do have the option to engage one or the other of these calendars through the purchase of our "Pro" level social media service.

6.7 "Pro" Social Media

"Pro" Social Media contains the same scope as above as regular social media posts and ads, however also includes:

- More time spent with you the client to gather information and feedback.
- More time for our team to research the chosen/approved topics.
- More time writing the piece itself.
- Topic Calendar or Review & Approval Calendar, as needed

6.6 Facebook Ads and Instagram Ads

With Facebook and Instagram Ads, we can help your business build brand awareness, increase traffic to your website, increase your Facebook and/or Instagram audience, and expose your blog content (or other relevant content supplied by you) to your target audience—whether it's end users or trade referral sources. Facebook and Instagram advertising is one of the most cost-effective paid media options available for technology integrators to expose their brand to potential customers. One Firefly will create copy, select images, and curate targeted audiences based on your specified input and preferences at the time of Onboarding, and will deploy campaigns focused on goals that are important to your business. Ongoing communication during your monthly meeting with your Account Manager will help us to consistently serve you to the best of our ability.

7. Product Deliverables: Adroll Display Ads (Awareness & Remarketing)

One Firefly will arrange the setup for the necessary elements to run display ad campaigns, including tag implementation (upon receiving access to implement code onto the Client's relevant website) and ad creation. Targeting Strategy (Awareness, Retargeting, or both) and Creative Asset Strategy (responsive ads vs custom banner sets) will be determined by the purchased scope.

Due to Client from One Firefly:

- Adroll Account Setup
- Adroll Pixel Setup & Install
- Display Ad Creation
 - Custom banner sets available as an add-on
- Quarterly Reporting on Campaign Performance
- Quarterly Strategy Refresh (if necessary)
- A dedicated Account Manager
- A dedicated Digital Ad Coordinator managing the campaign(s)

Due to One Firefly from Client:

- GTM (Google Tag Manager) access (if applicable)
- Preferred Image Assets (if applicable)

*Note: Display campaigns will be launched using Adroll, unless the client is actively running Google Ad campaigns with One Firefly, in which case we would likely run all Display via Google Ads.

8. Product Scope: Review Champ

Review Champ is a review management platform that allows clients to send their customers review invitations, track their reviews, curate a stream of positive reviews on their website, and view reports. Review Champ is considered launched/delivered when the Client receives their unique platform link. One Firefly will offer training resources as well as one session of live video training per Client upon request to ensure that all applicable parties are comfortable utilizing the product. Additional training may incur additional cost.

Once the necessary conditions are met, a review stream module consisting of an aggregate rating from the web and displaying the client's positive reviews will be installed on the client's site. Those conditions are as follows:

- A review with at least four (4) stars has populated on Google or at least one other listing platform defined during onboarding.
- One Firefly has been provided appropriate credentials and access to the Client's website.

Review stream is added to the footer so it appears "globally". For websites not developed by One Firefly, placement will be dependent on One Firefly web designer discretion or client web master if applicable.

In all cases, Web Designer will match the embed of Review Stream to the website, dependent on limitations of the embed. Upon cancellation, the review stream module will be removed within 30 days. Note: If the library is embedded on a third party website, the client will be responsible for unpublishing the page containing the library.

9. Product Scope: UI University

This monthly service includes up to five (5) manufacturer libraries personalized with the client's logo, website and phone number, plus an in-page streamer to showcase your UI University content. If you'd like additional libraries, they can be added with an additional fee.

Production can begin upon receipt of a transparent-background logo in PNG or EPS format, website URL, and library selections. One of two scenarios will apply for video installation:

1. If the Client has a website developed by One Firefly, and we have received website login credentials, we will place UI University videos on a dedicated page(s). Page style and design will depend upon the Client's website.
2. For third-party websites (those not produced by One Firefly), the Client will have the option for the One Firefly web team to provide best effort support to embed the library of videos on the website page of their choosing. If the web team is unable to successfully embed the library after 1 hour, additional time may be purchased to troubleshoot at \$199/hour. Alternatively a client may request during the onboarding phase to receive a discrete URL to include the videos in their library.

The Client will also receive links to library videos for distribution to clients or social media.

Upon cancellation of the service, all UIU video links will be deactivated. Note: If the library is embedded on a third party website, the client will be responsible for unpublishing the page containing the library.

10. Product Scope: Smart Layouts

Smart Layouts are industry-specific, customizable, interactive renderings that are embedded on a client's website. Smart Layouts will reflect the relevant package selections below.

Standard Layout Package:

- Select from our library of predefined layouts.

Custom Layout Package:

- Select up to 10 solution topics per layout
- For custom packages exceeding 10 topics, additional fees may apply.

All clients must provide One Firefly with all necessary access credentials in order to embed content, including the following:

- Website Admin Credentials
- FTP Credentials

If the Client has a One Firefly website, these credentials will only need to be provided if the client has changed them. If the Client has a Non-One Firefly website we may require additional access to server or cPanels to complete the work.

Deployment of the Smart Layouts Package will depend upon the Client's website, as outlined below.

- One Firefly Website: One Firefly will deploy the Smart Layout/s to the client site on a dedicated page.
- Non One Firefly Website (Wordpress): One Firefly will deploy the Smart Layout/s to the client site on a dedicated page.
- Non One Firefly Website (Non Wordpress): Clients will have the option for One Firefly to install the Smart layout, or to install it themselves. If the client chooses to install the Smart layout/s themselves, One Firefly will provide the client the embed code and installation instruction for the client to add to their website.

Support for, and Limitations of, the Service include:

- Best Effort Support: One Firefly will exhaust all reasonable efforts to assist with installation of Smart Layouts for Clients with Non-One Firefly produced websites

but cannot guarantee the successful deployment should challenges be presented that exceed one hour of support. Additional support is available for purchase.

- Limitation of Service: Under our "Best Effort" support policy, One Firefly may run into challenges that prevent us from successfully deploying Smart layouts to a customer's site. This is particularly true should the website not meet the requirements for the installation. Scenarios in which a website may not meet the requirements for installation, or the product will not function properly include but are not limited to:
 - The website is not on a responsive framework that allows for the Smart Layout to adjust visually for different devices
 - The website has competing CSS that does not allow for proper styling of the Smart Layout
 - The website core template does not allow for proper embedding
 - The website is hacked and unnavigable

Smart layouts rely on a standard web language base and a few file components to work together in the rendering of the layout. Those requirements include the following:

- CSS
- HTML
- Website or server does not block iframes
- Responsive Framework (high recommended but not required)

The Smart Layouts page will remain live on the Client's website as long as the Client continues paying the monthly fee. Upon cancellation of the service, the Smart Layouts module will be deactivated. Note: If the library is embedded on a third party website, the client will be responsible for unpublishing the page containing the library.

11. Product Scope: Lead Concierge

The live chat service that engages your website visitors with real-time support and answers to their pressing questions will be enabled on your website per the details below. In addition to a One Firefly-staffed chat service, the Client will also receive after-hours tickets for user form submissions. There are three available tiers of the service.

1. Tier 1 Service

- Up to 100 chat engagements per month
- Chat agents available Monday through Friday 9am - 6pm (local time)

2. Tier 2 Service

- Up to 100 chat engagements per month

- Chat agents available Monday through Sunday 9am - 6pm (local time)

3. Tier 3 Service

- Pricing varies based on number of chat engagements (exceeding 100/month)
 - 101 - 200 chat engagements per month
 - 201 - 300 chat engagements per month
 - 301 + chat engagements per month
- Chat agents available Monday through Sunday 9am - 6pm (local time)
- Tier 3 Pricing based on quarterly (rolling 2 months) average chat engagements

***Extended Hours add-on:** chat agents available Monday-Friday 7am & 6pm- 8 pm (local time) for an additional fee.

Upon completion of each chat engagement, your Lead Concierge chat agent will designate the chat interaction as a lead, customer service request, or other request, and complete a corresponding submission form that will be emailed to the client's email contact for that submission form type (defined during onboarding). Clients will also receive a monthly report with the number of chats, leads, and service requests.

12. Revisions to Creative Deliverables

Clients may request the following number of revisions, dependent on the type of deliverable, without incurring additional cost:

- **Blogs:** a total of two rounds of revisions within two months of receiving the deliverable. After the writer implements initial changes, the client will have one more chance to provide feedback on those edits. After that, the blog will be published and the client can make any future revisions themselves.
- **Newsletters:** two revisions prior to the newsletter being sent (please note: the Client will have 5 business days from the time of receiving the draft newsletter to request a revision. If the Client does not request the revision within this time, the newsletter will send as-is).
- **Social media posts:** one revision within one month of the content being posted
- **Social media ads:** two revisions within the first two weeks of the ad's live date

Beyond those limits, additional edits will be billed hourly at the following rates:

Category	Retail Price
Web	\$249
Graphic	\$160
Copywriting	\$160
Digital Marketing	\$160
Account Management	\$160

Note: Additional discounts may apply.

The following types of revisions will also incur the hourly rate, even if they are within the above listed limits:

- A requested deviation from a previously-approved topic or client-provided angle
- A change in products which the Client sells, unless Client's Account Manager is given (reasonable) advance notice of the shift.

13. First Month's Deliverable Timing

In order to successfully launch, timing for each component of a digital marketing package will adhere to the following standards, following the completion of onboarding (client has supplied One Firefly with all requested items to enable us to begin production of requested services)*:

1. **Lead Concierge** ([Section 11](#)): 2 business days
2. **Review Champ** ([Section 8](#)): Product will be set up and ready to use within 3-5 business days of the sale. The training will take place 3-5 business days after the first onboarding call.
3. **Blogging** ([Section 4](#)): If the Client has approved and accepted the editorial calendar by the fifth business day of the month, One Firefly will begin production within the same calendar month. If approval and acceptance is received following this date, then blog production will begin at the beginning of the following month. Blog Topic Newsletters: Dependent receipt of a contact list from the Client. As Newsletters will feature previous month's blogs, the first newsletter will feature a landing page of the client's choosing.
4. **Social Media Management:**

- Facebook: 14 business days (Pending no access issues)
 - Twitter: 14 business days (Pending no access issues)
 - LinkedIn: 14 business days (Pending no access issues)
 - Instagram: 14 business days (Pending no access issues)
5. **Social Media Advertising:**
- Facebook Ads: 14 business days (Pending no access issues and Credit Card Info is collected)
6. **Adroll Display Ads:** Dependent upon first call between Account Manager and Client when client provides input (and creative, if necessary) regarding the strategy & messaging, and would be launched within 5 business days of that call.
- *Note: If a client purchases a custom banner set(s), it would be dependent upon approval of custom banner set(s), and would be launched within 5 business days of approval.
7. **Smart Layouts:** 10 business days
8. **UI University:** 20 business days

Providing the Client has provided One Firefly with all necessary items to complete production prior to the month's start, and providing his or her production is not otherwise on hold due to a request or a payment issue, the Client can expect to receive all draft versions of blogs and newsletters no later than 5 days into the following month.

One Firefly will produce and post organic social media content in an evenly-distributed time frame throughout the month. (Example: if a Client has purchased 4 Facebook posts in a month with 4 weeks, One Firefly will post once per week throughout the month.)

Facebook ads that are scheduled to run for a set duration will all begin within the month billed. They may continue to run into the following month depending on planned and agreed upon duration. Before beginning Facebook advertising, One Firefly will require the client to provide credit card information. Per Facebook security best practices, the credit information must come from an employee of the client's business. The client could always be subject to present tax information in the case that Facebook performs a security check during their advertising duration.

In cases where the Client has purchased a new website which is still in development, all services except for Review Champ may be launched after the new website is live. These details will be agreed upon by all parties.

14. Cancellation

The Client may cancel recurring monthly services at any point with a 30-day written notice. Upon written notice of intent to cancel, a mandatory cancellation survey will be sent to the client to be completed. Client will be officially canceled upon receipt of completed cancellation survey.

If the Client wishes to cancel within the first three months of a digital marketing campaign, there will be a cancellation fee of one month's service fee. If the Client wishes to cancel within 4-6 months of the campaign's start, there will be a cancellation fee of 25% of one month's service fee. "One month's service fee" will reflect either the campaign's first month or last month, whichever is greater. If the Client fails to pay the cancellation fee, One Firefly reserves the right to send the invoice to a collections agency.

By using One Firefly products and services, you agree to the most recent version of this Service Level Agreement. When the Service Level Agreement is revised, we will provide email notification regarding updates. Additionally, One Firefly Invoices and Sales Receipts will always include a link to the most up to date Service Level Agreement.

15. Payment Terms

Digital marketing payments are due on the first business day of each month. One Firefly will put forth every effort to collect these payments within the first 3-5 business days of the month. Starting on June 1st, 2022, One Firefly's payment policy mandates that clients paying credit card or ACH payment will not incur any additional payment processing fees, however, clients paying via check will be subject to a \$50/month transaction fee.

One Firefly highly recommends providing credit card or ACH information so that payment may be drafted on the Client's behalf. However, the Client may also pay themselves - One Firefly's payment system allows for clients to submit payment via credit card or ACH.

Late Payments

For Clients that choose to process their own payments, those payments must be received no later than the 5th of the month. Should payment be received after the 5th of the month, the Client will be subject to a late fee of 3% of the most recent invoice total.

If 1 month of digital marketing has been invoiced and payment has not been received, One Firefly will pause all marketing services, pending payment in full. However, Client will still be subject to an Account Management fee so long as they are considered an active digital marketing account.

If greater than 2 months of outstanding invoices remain the Client will be considered Inactive and client's campaign will be considered canceled and thus subject to any early termination fees (if applicable). For any invoice that is outstanding for greater than 90 days, One Firefly reserves the right to take the following actions:

- Suspend hosting of One Firefly-hosted websites (if applicable)
- Send all outstanding Client invoices to collections

One Firefly strives to provide clear, effective communication such that there is no question as to the financial standing of the Client - it is never the company's goal to send clients to collections.

16. Effect of Cancellation

Upon cancellation, One Firefly will remove its access to client's Google Analytics, Google Ads, Email Platforms as well as Website Access accounts. Additionally, One Firefly will remove client access from any and all agency-owned digital marketing platforms (including but not limited to AgencyAnalytics).

Should a client who has elected to cancel services in the past choose to re-engage with One Firefly in the future, a re-engagement fee of \$2,000 will be incurred prior to the start of any future campaign activity.

17. Data Privacy & Data Collection

Both One Firefly and the Client have unique obligations under data privacy laws and regulations such as the General Data Protection Regulation ("GDPR") and California Consumer Privacy Act ("CCPA"). It is important to define the roles of both parties to protect One Firefly, the Client, and the consumers whose data is being collected.

a. **Data Privacy.** Where One Firefly's scope of work includes the use of Client data or information, or consumer information assembled or processed by Client (collectively, "Data"), Client acknowledges and understands that One Firefly's scope of work does not include ensuring compliance with U.S. federal or international data privacy regulations. The Client will be responsible for providing any and all specifications concerning use of any Data provided to One Firefly, including consistently updating and utilizing any Data

Privacy Form provided by One Firefly to Client or a similar document mutually agreed upon by both parties. The Client must also indemnify and hold One Firefly harmless from the Client's negligence or other failure to comply with applicable privacy or data security laws and regulations, rules, or industry codes and guidelines, including the CCPA or GDPR.

b. **Website Data Collection.** Where One Firefly's scope of work includes the design and development and/or maintenance of Client's website or app, Client acknowledges that Client is solely responsible for compliance with data privacy regulations and laws regarding any Data collected or stored by the website and/or app including, without limitation, the provision of website contracts such as privacy policies and cookie disclaimer, obtaining legal counsel to conduct a legal review of the website or app, and/or adapting additional security and access measures regarding such Data. The Client agrees that One Firefly will not have any responsibility or liability with respect to the Data collected by the website or app, including, without limitation, the management, transfer, protection, or maintenance of the Data.