

INNOVATE MEDIA SOLUTIONS DIGITAL INFRASTRUCTURE MASTER SERVICE AGREEMENT *Last Updated: July 2026*

This Master Service Agreement ("Agreement") is legally binding between Innovate Media Solutions ("Company") and the purchasing entity ("Client"). By completing the online checkout process, processing payment, or authorizing a recurring subscription, Client agrees to all terms, conditions, boundaries, and financial obligations outlined below and displayed at the time of checkout.

SECTION 1:

RELATIONSHIP FRAMEWORK & ONBOARDING COOPERATION 1.1 Onboarding Asset

Deadlines: Client must complete the onboarding briefing form and provide primary contact details, access permissions, and requested business information within fourteen (14) business days of the checkout execution date.

1.2 No-Pause Policy: Failure of the Client to deliver necessary assets or credentials does not stall, pause, or delay the automated monthly billing engine.

1.3 Deployment of Placeholders: If client-specific materials are not received within 14 business days, Company reserves the right to deploy the site using compliant industry placeholders. Subsequent requests to swap placeholder text after the 14-day window will be handled as out-of-scope maintenance.

SECTION 2:

INTELLECTUAL PROPERTY & SITE OWNERSHIP LIMITS

2.1 Proprietary Code Frameworks: All proprietary layout code, plugin structures, and hosting network scripts remain the sole intellectual property of Company.

2.2 Conditional Transfer of Digital Assets: Compilation graphics, localized text styling, and custom layout pages will remain under the operational control of Company. Full digital transfer rights are granted to the Client only after: (a) successful completion of all recurring payments comprising the Initial Term, or (b) successful processing of the standard early buyout fee.

SECTION 3:

SCOPE PROTECTION & AD-HOC OVERAGES

3.1 Ad-Hoc Rate: All out-of-scope engineering, additional page builds, or custom coding will be billed at Company's standard technical hourly rate, requiring explicit digital authorization from the Client before commencement.

3.2 Automatic Trigger Events: Out-of-scope triggers include: Requesting pages beyond the package limit, requesting automations on base tiers, exceeding the monthly maintenance time allocation, or requesting updates beyond the selected ongoing upkeep tier.

SECTION 4:

MULTI-STATE MARKETING COMPLIANCE & TEXAS SB 140 MANDATES

4.1 Client Warranty of Data and Consent:

Client warrants that all contacts provided for Database Reactivation workflows have provided documented Prior Express Written Consent to receive promotional communications. The use of purchased, scraped, or "cold" lead databases is strictly prohibited.

4.2 Specific Texas Regulations: If any contact inside the Client-provided database possesses a Texas area code, a Texas billing/shipping address, or is physically located within the State of Texas, the Client assumes exclusive responsibility for ensuring compliance with Texas Senate Bill 140 (SB 140). Client certifies that all automated text communications sent to Texas residents will strictly observe statutory quiet hours: 9:00 AM to 9:00 PM Monday through Saturday, and 12:00 PM to 9:00 PM on Sunday (local time).

4.3 Indemnification for Marketing Violations: Client agrees to completely defend, indemnify, and hold Company harmless against any third-party civil claims, class-action demands, statutory fines, or legal fees resulting from compliance breakdowns tied to Client-provided contact records.

SECTION 5:

THIRD-PARTY INFRASTRUCTURE & PLATFORM REALITIES

5.1 Variable Usage Fees: All direct third-party usage costs—including carrier SMS/MMS fees, telephony volume charges, external CRM licenses, and premium email delivery volumes—are the exclusive financial responsibility of the Client and will be billed directly or passed through.

5.2 Platform Changes: Company shall not be held liable for sudden third-party platform alterations, API deprecations, local algorithm shifts, or sudden profile suspensions executed by Google, Meta, or other digital infrastructure partners.

SECTION 6:

BILLING FAILURES & SUSPENSION OF SERVICES

6.1 Failed Payment Grace Windows: Client is granted a maximum of five (5) business days to settle outstanding balances on failed automated payments.

6.2 Suspension & Hard Disconnects: If an invoice remains past due for seven (7) calendar days, Company will automatically suspend web hosting. The active website will go offline, and connected lead forms and CRM data pipes will cease operating. Reconnection requires a standard administrative reactivation fee.

SECTION 7:

LEGAL JURISDICTION & LIABILITY LIMITATIONS

7.1 Exclusive Governing Law & Venue (Florida): This Agreement shall be governed by, construed, and enforced strictly in accordance with the laws of the State of Florida. Any legal action, suit, or proceeding arising out of this Agreement must be instituted strictly and exclusively in the state or federal courts located in **Pinellas County**, Florida.

7.2 Attorney's Fees: The prevailing party in any legal action shall be entitled to recover reasonable attorney's fees, court costs, and collection expenses.

7.3 Client Content Indemnification: Client assumes full liability for the legality of all business documentation published. If the Client supplies assets that infringe on a third party's copyright, the Client shall legally and financially defend and indemnify the Company.

SECTION 8:

TERM COMMITMENT, RENEWALS, & CANCELLATIONS

8.1 Twelve-Month Minimum Commitment: Client agrees to a mandatory, non-cancelable twelve (12) month minimum commitment ("Initial Term"). Client pays the first month's subscription and the final month's subscription (Month 12) upfront at checkout.

8.2 Waived Build Fee Contingency: Company agrees to entirely waive its standard custom web design setup fee strictly contingent upon Client fulfilling the full 12-month Initial Term.

8.3 Early Buyout Provision: If Client wishes to cancel hosting or terminate this agreement prior to completing the Initial Term, Client is legally obligated to pay the flat early buyout fee explicitly agreed to during the checkout process.

SECTION 9:

DIGITAL INFRASTRUCTURE TIERS & SCOPE OF SERVICES

The specific deliverables for each digital infrastructure tier, including "The Foundation" (Core Website), "The Growth Engine" (Website + Lead Automations + SEO), Digital Advertising Management (PPC/Meta), and a la carte design add-ons (Logos, Brand Kits, Google Business Profile optimizations), are governed strictly by the package selected by the Client at the time of checkout.

SECTION 10:

AFFILIATE, BROKER, & REFERRAL PARTNERSHIPS

10.1 Independent Contractor Status: Any insurance broker, agency, or individual participating in the Company's Affiliate/Referral Program operates strictly as an independent contractor. Affiliates are not employees or legal representatives of the Company and hold no authority to bind the Company to any custom deliverables, pricing alterations, or timeline guarantees outside of standard published packages.

10.2 Commission Limitations & Upsell Protection: Affiliate commissions are strictly limited to the eligible recurring and one-time products explicitly purchased through the Affiliate's tracked checkout link at the initial point of sale. Subsequent internal upsells, a la carte design assets, or bespoke retainers purchased directly from the Company by the end-client are exempt from commission splits unless formally agreed upon in writing.