

One Oak Flow Terms and Conditions

These One Oak Flow Terms and Conditions (these “**Terms**”) govern and control the respective rights, responsibilities, obligations, and terms and conditions between you (“**you**” or “**Client**”) and One Oak Flow LLC, a Wyoming limited liability company (“**One Oak Flow**”) in connection with One Oak Flow’s website development, technology, and marketing services (the “**Services**”) pursuant to the monthly subscription contract entered into between you and One Oak Flow (the “**Contract**”). The Contract is incorporated into these Terms by this reference, and capitalized terms used but undefined herein have the meaning assigned them in the Contract.

1. **Services.** Subject to the terms and conditions set forth herein and the Contract, One Oak Flow agrees to provide Client the Services outlined in the Contract. If Client desires to alter any portion of the Services to be provided by One Oak Flow at any time during the Term, Client shall submit any such requests to One Oak Flow (a “**Change Request**”). One Oak Flow shall coordinate in good faith to identify the scope of any such changed Services to be provided and the adjustments, if any, to be made to the amounts payable to One Oak Flow, and One Oak Flow shall have the right to accept or reject any such Change Request in One Oak Flow’s sole and absolute discretion and no Change Request will be effective unless and until executed by both One Oak Flow and Client. Upon the execution of a Change Request, these Terms shall apply to such Change Request, and in the event of any inconsistency between the Change Request, the Contract, and these Terms, the following order of priority shall apply: (i) first, the most recent Change Request, (ii) second, any other Change Request(s), by order of newest to oldest, (iii) third, these Terms, and (iv) fourth, the Contract.
2. **Payment.** Client shall pay One Oak Flow the fees set forth in the Contract (all such payments, the “**One Oak Flow Fee**”) on the timeline and in the amounts provided in the Contract. All payments are non-refundable. In the event Client fails to make any payment by the applicable timelines, One Oak Flow shall have the option to charge Client a late payment fee in an amount equal to five percent (5%) of such outstanding amount, and shall further have the right to charge interest on any unpaid balance at the rate of two percent (2%) per month, or the maximum interest allowable by law, whichever is less. In the event Client fails to pay outstanding amounts within thirty (30) days, One Oak Flow shall have the option to terminate the Contract, terminate and/or pause the Services, including taking down any website developed or managed, in whole or in part, or otherwise undertake any other remedy available to One Oak Flow, all of which are reserved, at One Oak Flow’s discretion.
3. **Timeline; Month-to-Month Term.** One Oak Flow will undertake good faith efforts to complete the website within the timeline provided in the Contract, subject to reasonable extensions for unforeseen circumstances and any delay(s) caused by or arising out of Client’s final approval of website design and/or any applicable Change Order(s). Upon completion and launch of the website, One Oak Flow will provide the monthly Services on a month-to-month basis until the Contract is terminated according to the terms hereof (the effective date of the Contract through the date of such termination, the “**Term**”).
4. **Intellectual Property Rights.**
 - 4.1. **One Oak Flow; Website License.** One Oak Flow retains and shall own all right, title, and interest in and to the website, including the code, design, and assets contained therein (the “**Website IP**”) except for any open source components or licenses, third party materials or stock footage, or other aspects licensed to One Oak Flow but not owned by One Oak Flow (“**Third Party Materials**”); *provided, however*, that to the extent the website incorporates any Client Content, as defined below, such Website IP shall not include the Client Content. During the Term and conditioned upon timely payment of the One Oak Flow Fee, One Oak Flow hereby grants Client a non-exclusive, non-assignable, non-sublicensable, revocable license to use the Website IP for Client’s intended business purposes, including a sublicense to use the Third Party Materials as contained within the Website IP (the “**Website License**”). Upon termination of the Contract or the failure to pay any portion of the One Oak Flow Fee as and when the same is due, One Oak Flow shall have

the right to terminate the Website License immediately and remove Client's access thereto and use thereof.

- 4.2. **Client Content.** To the extent Client provides any intellectual property to One Oak Flow for incorporation into the website, including, but not limited to, art, images, names, trademarks, branding, code, design, photographs, videos, content pieces, assets, or otherwise (collectively, the "**Client Content**"), Client hereby grants One Oak Flow an irrevocable, perpetual, royalty-free, non-exclusive right and license to use such Client Content on the website and in connection with the terms of Section 4.3 below. Client further represents and warrants to One Oak Flow that Client owns all right title and interest to, or otherwise has valid legal right to use, all such Client Content and that neither the Client Content nor One Oak Flow's use thereof violates or infringes upon the intellectual property rights of any third party.
- 4.3. **Attribution; Portfolio.** In recognition of One Oak Flow's ownership of the Website IP, and notwithstanding anything to the contrary contained in these Terms, the Contract, or any Change Order to the contrary, One Oak Flow reserves the perpetual right to display, and Client agrees to display and not interfere with, an acknowledgment and credit on the website to One Oak Flow for the Services provided herein, which may include a link to One Oak Flow's own website and portfolio, and Client agrees to display such acknowledgment on the website and adhere to any reasonable requests by One Oak Flow related to the content, display, and characteristics of such acknowledgment. One Oak Flow shall also have the perpetual right and license to reference the website, including any Client Content contained therein, on One Oak Flow's portfolio or other marketing and advertising materials at One Oak Flow's sole discretion.
- 4.4. **User Data.** Client agrees to provide One Oak Flow with access to data derived from the use of the website ("**User Data**") for the purposes of analyzing and evaluating user behavior, optimizing performance, collecting user feedback, evaluating business outcomes and marketing strategies, improving SEO ranking, and related purposes. Client shall be responsible for collecting any such User Data in accordance with applicable law and shall maintain appropriate terms and conditions on the website at all times in order to obtain requisite consents from users of the website for the use and access of the User Data as provided herein.
5. **Confidentiality.** From time to time during the term of the Contract, either party may disclose or make available to the other party information about its or its affiliates' business affairs, products, intellectual property, trade secrets, business strategies, customer lists and customer information, technical specifications, third-party confidential information, and other sensitive or proprietary information, whether or not marked as "confidential" or otherwise and in any medium or format (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure as evidenced in writing by the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party who had the right to disclose such information without violating any confidentiality or other restrictive covenants owed to any party or other third person; or (d) independently developed by the receiving party without use of or reference to the Confidential Information provided herein. Subject to One Oak Flow's rights to use the User Data in accordance with Section 4.4, the receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order. On the expiration or termination of the Contract, at the request of the disclosing party, the receiving party shall promptly return to the disclosing party all copies, whether in

written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information will survive the termination of the Contract for the maximum duration permitted by applicable law.

6. **Representations and Warranties.**

6.1. **One Oak Flow.** One Oak Flow represents and warrants that (a) it will perform the Services using sufficient personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, (b) to the best of One Oak Flow's actual knowledge, the Website IP will not infringe upon the intellectual property rights of any third party, and (c) the Website IP will comport in all material respects with the specifications described in the Contract and as may be agreed upon in writing by One Oak Flow and Client.

6.2. **Client.** Client shall perform the obligations required of it within the timelines proscribed herein, and Client agrees that One Oak Flow shall not be responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under the Contract, these Terms, or any Change Order(s). Client represents and warrants that: (i) Client will comply with the terms and conditions of any licensing agreements governing the use of any Third Party Materials; (ii) Client has the requisite power, authority, and ability to perform its obligations arising hereunder and pay all amounts owed to One Oak Flow arising under the Contract and these Terms and is not relying on any third party source of funding for all or any portion of the amounts to be paid to One Oak Flow. The party signing the Contract on behalf of Client represents and warrants that such party is duly authorized to sign the Contract on behalf of Client and that the Contract, including these Terms, constitutes a binding obligation of Client, enforceable in accordance with the terms hereof.

6.3. **Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, THE WEBSITE AND ALL SOFTWARE, SERVICES, AND WEBSITE IP ARE PROVIDED "AS IS" AND ONE OAK FLOW HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ONE OAK FLOW SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, ONE OAK FLOW MAKES NO WARRANTY OF ANY KIND THAT THE WEBSITE OR THE SOFTWARE, THE SERVICES OR WEBSITE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

6.4. **Indemnification; Survival.** Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, and costs incurred arising from or related to the breach of such party's representations and warranties set forth in this Section. The representations, warranties, and covenants of the parties provided in this Section shall survive the termination of the Contract.

7. **Non-Solicitation of Employees.** As a material consideration for One Oak Flow's entering into the Contract and agreeing to provide the Services to Client, Client agrees that from the effective date of the Contract and for a period of two years following the termination of the Contract, Client, and any member, manager, affiliate, representative, or employee thereof, shall be prohibited from directly or

indirectly soliciting, hiring, recruiting, or attempting to solicit, hire, or recruit, any employee of One Oak Flow or any employee who has been employed by One Oak Flow in the six months preceding the date of termination of the Contract or induce termination of employment by any such employees. This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, and social media.

8. **Limitations of Liability.** IN NO EVENT WILL ONE OAK FLOW BE LIABLE UNDER OR IN CONNECTION WITH THE CONTRACT, THESE TERMS, OR ANY CHANGE ORDER(S) UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER ONE OAK FLOW WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL ONE OAK FLOW'S AGGREGATE LIABILITY, INCLUDING ONE OAK FLOW'S INDEMNIFICATION OBLIGATIONS ARISING HEREUNDER, ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ONE OAK FLOW BY CLIENT.
9. **Termination.** Either party may terminate the Contract if (i) the other party becomes insolvent, files a petition for bankruptcy, or makes an assignment for the benefit of creditors, or (ii) the other party breaches any of its representations, warranties, responsibilities, or other obligations arising hereunder and any such breach remains uncured ten (10) days after written notice thereof. One Oak Flow may terminate the Contract at any time and for any reason by providing at least thirty (30) days prior written notice to Client. Client may terminate the Contract at any time and for any reason by providing at least one hundred eighty (180) days prior written notice to One Oak Flow. Upon termination of the Contract, Client shall pay One Oak Flow all amounts owed as of the effective date of such termination, the Website License granted to Client shall automatically terminate, and Client shall return to One Oak Flow any and all Website IP in Client's possession.
10. **Force Majeure.** One Oak Flow shall not be liable or responsible to Client, or be deemed to have defaulted under or breached the Contract for any failure or delay in fulfilling or performing any term of the Contract, these Terms, or any Change Order when and to the extent such failure or delay is caused by or results from any force majeure events or other actions or events beyond One Oak Flow's reasonable control, including, but not limited to: (a) acts of God; (b) flood, fire, earthquake, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of the Contract; (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (g) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, or technical failures.
11. **Independent Contractor; No Partnership.** The parties agree that Client is engaging One Oak Flow for the Services solely as an independent contractor and that nothing contained herein creates, or shall be deemed to create, an employer-employee relationship, partnership, joint venture, or otherwise, and neither party is the agent, representative, or otherwise has any authority to bind or commit to bind the

other party under any contract, obligation, or other agreement. Each party will be responsible for its own taxes, withholdings, and related reporting obligations arising out of or related to the Contract.

12. **Entire Agreement.** The Contract and these Terms, together with any executed Change Request, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
13. **Amendment by One Oak Flow.** No amendment to or modification of the Contract or these Terms is effective unless it is in writing and signed by One Oak Flow. One Oak Flow reserves the right to modify these Terms, the Services provided by One Oak Flow, and/or the One Oak Flow Fee at any time and for any reason by providing Client at least thirty (30) days prior written notice of any such change, provided in such event Client shall have the right to terminate the Contract by notifying One Oak Flow of Client's election to terminate the Contract prior to the effective date of any such change or modification as provided in the notice by One Oak Flow.
14. **Waiver** No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in herein, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms will operate or be construed as a waiver thereof, and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
15. **Severability.** If any provision of the Contract, these Terms, or any Change Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Contract, these Terms, or such Change Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify such provision so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
16. **Assignment.** Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, change of control, or otherwise, without the prior written consent of One Oak Flow. No assignment or delegation will relieve Client of any of its obligations hereunder. Any purported assignment or delegation in violation of this Section will be null and void. Subject to the foregoing, the Contract, these Terms, and any Change Order(s) are binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.
17. **Governing Law.** The Contract, these Terms, and each Change Order are governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Washington.
18. **Mediation; Arbitration.** Any controversy, claim, or dispute arising under or relating to the Contract, these Terms, or the Services provided by One Oak Flow shall be resolved by a single, neutral arbitrator in an arbitration conducted in Chelan County, Washington, in accordance with the then-current rules of commercial arbitration of the American Arbitration Association. The decision or award rendered by the arbitrator shall be final, non-appealable, and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in a court of competent jurisdiction. Arbitration in accordance with this paragraph is the sole and exclusive method, means, and procedure to resolve any and all claims or disputes other than those seeking exclusively injunctive relief. One Oak Flow and Client hereby irrevocably waive any and all rights to resolve disputes in a manner that is contrary to

the provisions of this paragraph. Any and all attempts to circumvent the terms of this paragraph shall be null and void and of no force or effect whatsoever. Client acknowledges that Client has received and read or has had the opportunity to read this arbitration agreement (set forth in this Section), understands that this arbitration agreement requires that disputes that involve the matters subject contained herein be submitted to arbitration pursuant to this Section rather than to a judge and jury in court, and by signing below, Client agrees to such dispute resolution provisions.