

Legal Rights Statement

Executive Edge L.L.C. (Licensor) reserves all intellectual property rights to original work created by **Executive Edge L.L.C.** or subsidiary and purchased by the Licensee under the Limited Use and Non-Exclusive Use Service Agreement. The Licensee may purchase all rights and exclusive use of work created by **Executive Edge L.L.C.** under the Exclusive Rights & Use Service Agreement. Receipt of payment in full terminates the intellectual property rights held and use by **Executive Edge L.L.C.** for work created by **Executive Edge L.L.C.** purchased for a specific client.

Service Rights Agreement

Executive Edge L.L.C. does not register a trademark for artwork designed for a specific client. Clients are permitted to register a trademark for artwork created by and purchased from **Executive Edge L.L.C.** under the Exclusive Rights & Use Service Agreement.

Specific Use: Prohibits the Licensee to alter, resell, or use artwork and formatting designs created by **Executive Edge L.L.C.** for a specific client in any way other than the specific purpose it was designed for. Reproduction and distribution of work created by **Executive Edge L.L.C.** in its purchased form is permitted.

Non-Exclusive Use (Non-Commercial Use): Prohibits the Licensee to resell or use artwork or formatting designs created by **Executive Edge L.L.C.** in any way other than the intended purpose it was designed for. Reproduction and distribution of work created by **Executive Edge L.L.C.** in its purchased form is permitted. Limited size altering and color variations are permitted as necessary for off-set printing purposes.

Exclusive Rights & Use: Licensee reserves all rights with exclusive use of work created by **Executive Edge L.L.C.** for that specific client. Failure to pay in accordance with the **Executive Edge L.L.C.** *Payment Policy* terminates all rights held and use by the Licensee of work created by **Executive Edge L.L.C.** for that specific client. In the case of "failure to pay", any trademark property of the Licensee for work created by **Executive Edge L.L.C.** for a specific client is then retained by **Executive Edge L.L.C.**

Apparel & Accessories Policy

T-shirt per shirt costs will vary by type, print process, and design placement. Orders for six (6) or more shirts have a minimum turnaround time of 8-10 business days from payment. Orders for less

than six (6) shirts will have a minimum turnaround time of 3-5 business days from payment. Any requests to rush orders will have a RUSH FEE of \$20.00 per order. No orders of six (6) or more will be processed in less than 48 hours.

Executive Edge, L.L.C. Branding Tags Explained

All design campaigns of works created by **Executive Edge, L.L.C.** include the associated branding tag “KKE” Kool Kidz Exclusives. Client may request designs without branding tag for a fee of \$5.00.

Executive Edge, L.L.C. Trademarked Logos Explained

“Loaned Logo” In the event that a logo is created for one (1) specific publication where a business is not in the financial position to purchase the designed logo at the current price; the logo will carry the Executive Edge L.L.C. copyright trademark © while in use and the business is permitted to use the logo on publications included in the terms of use for up to one (1) year from the “date of first use” (date logo was provided to the client). One (1) day immediately following the anniversary date of first use, the business will be required to purchase the logo at the current price or terminate the use of the logo created by Executive Edge L.L.C. on ALL publications using the logo **AND** submit written notification to Executive Edge L.L.C. that the business “ does not wish to purchase the logo created by Executive Edge L.L.C. The written notification must be on business letterhead or in a letter formatted for business including the contact name, business title, telephone number and/or email address of the person submitting the letter. ALL Standard Design Fees AND accumulated late fees will be required to be paid upon termination of use of the logo. Failure to adhere to the instructions of rights of use for logos created for this purpose will be cause for legal action to obtain payment.

Colors/Printing Responsibility Explained

Disclaimer: **Executive Edge L.L.C.** will make every effort to match colors for work with the output desired by a specific client. However, computer monitors vary and screen display will substitute red, green, and blue (RGB) colors for other colors that may include CMYK, Pantone, and other color modes.

Please Note: Approved design colors may vary on screen, for offset printing, for non-commercial printing, during silk-screening processes, and from any other output source. Client approval of work created by **Executive Edge L.L.C.** terminates all responsibility of **Executive Edge L.L.C.** on print quality and color output.

Design Proofs/Revisions Policy

Upon receipt of payment, two (2) free *Design Proofs* will be provided for work created by **Executive Edge L.L.C.** for a specific client. A fee of \$10.00 will be charged for each additional proof requested per file to be modified.

Response to the *Design Proof Statement* is required within 5 business days of receipt of by the client. "Failure to respond" within 5 business days will immediately terminate the project and NO REFUND will be provided – See *Refund Policy*

Payment Policy

All projects must be paid upon receipt of invoice. *Design Proof(s)* will be sent to the email address or fax number provided by the client (except hand-made projects) within 1-3 business days excluding holidays and weekends. Any requests for "rush orders" will be charged a \$20.00 rush service fee for each order.

Payment in full is required upon approval of *Design Proof(s)* and receipt by client of sample(s) for hand-made projects created by **Executive Edge L.L.C.** Approvals can be made by receipt of client signature on invoice, handwritten statement, or emailed/ faxed response to the *Design Proof Statement*. No text messaged responses will be accepted for design proof modifications.

Payment can be made in cash or by computer-printed business or personal check payable to **Executive Edge, L.L.C.** Returned Checks will be charged a \$25.00 fee per occurrence. Credit Card purchases can be made by using the PayPal Online Invoice Service or PayPal Square - Additional charges WILL apply for these services.

Accounts with unpaid balances or invoices 30 or more days past due will be required to pay by CASH ONLY for additional project request(s) until unpaid balance or past due invoice(s) are PAID IN FULL on said account – NO METHOD OF PAYMENT ON SAID ACCOUNT(S) OTHER THAN CASH WILL BE ACCEPTED.

Accounts with unpaid balances or invoices 30 or more days past due will accumulate a late fee of \$20.00 per month until paid in full – up to 90 days. On the 91st business day, there will be cause for legal action to obtain payment.

Refund Policy

Executive Edge L.L.C. is dedicated to providing excellent Client Service and desires that all clients are completely satisfied.

Refunds are at the discretion of outsourced printers. **Executive Edge L.L.C. DESIGN FEES ARE NON-REFUNDABLE.**

Cancellation of projects will not be authorized if:

- 1) A request to cancel request(s) is not received by email to excedgedna@gmail.com within 5 business days from invoice date.
- 2) Final design proof(s) have been approved by client
- 3) Total Balance of Invoice has been paid by client
- 4) A project has been approved by client and completed by **Executive Edge L.L.C.**
(including instances where additional individuals and businesses are working together on a project with **Executive Edge L.L.C.**)

Website Set-Up Policy

Request for INITIAL website set-up will be charged a STANDARD DESIGN FEE. Upon receipt payment, the website will be formatted and include text, pre-formatted photos, or pre-formatted files provided by the client within five (5) business days. Initial website set-up has a minimum of three (3) pages and a maximum of five (5) pages.

Upon completion of the initial website set-up, screenshots of the individual web pages will be provided to the client to review and approve – Approval must be received within five (5) business days. Approvals can be made by receipt of client signature on invoice, handwritten statement, or emailed/ faxed response to the *Website Proof Statement*. No text messaged responses will be accepted for website modifications. “Failure to respond” within 5 business days will immediately terminate

the project. – See *Refund Policy*. Any request for changes beyond this point will require additional charges and/or a Website Maintenance Agreement.

Initial website set-up INCLUDES formatting of initial website standard pages or editing, revising, updating, or composition of new text content on a pre-existing website for website maintenance clients, uploading of pre-designed advertisement & marketing materials for programs or events to be promoted on the website, verbal consultation or guidance regarding the use or functionality of the initial website, and storage of initial website back-up files for up to thirty (30) days from the completion of the initial website set-up.

Initial website set-up DOES NOT INCLUDE re-designing, re-structuring, or re-formatting of a pre-existing website, photography of ANY KIND or modification of photos and/or graphics to be used on the existing website, optimization of search engines or website flow and web page navigation, creation of Shopping Carts and/or upload of products, creation of Hyperlinked Forms, Blogs and/or Forums that require responses and constant updates of topics, creation of Advertisement or Marketing publications (fliers, brochures, forms, etc.) of ANY KIND - These services are additional and will require separate design charges and/or a Website Maintenance Agreement.

Website Maintenance Agreements, WMA, are one (1) year agreements. Options for maintenance are as needed hourly at \$12.00 per hour with a minimum of 2 hours, annually with four (4) hours per month at \$56.00 (\$14.00 per hour/\$672 for the year) or annually with eight (8) hours per month at \$128.00 (\$16.00 per hour/\$1536 for the year).