

ALTHEA RA CONSULTING CORP.

Project & Implementation Terms

Website, Digital Implementation, Systems Build, and Defined-Deliverable Engagements

Version 1.0

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1. Purpose and Scope

These Project & Implementation Terms govern engagements in which Althea Ra Consulting Corp. produces a defined deliverable for a client. This includes website design and implementation, digital presence builds, systems and workflow implementation, digital asset production, and other engagements in which the work concludes in something delivered rather than something advised.

These terms apply to every such engagement unless the applicable Proposal or Statement of Work expressly states otherwise. They exist because delivery work carries risks that advisory work does not. Delivery work depends on client materials, client approvals, third-party platforms, and a schedule that both parties must protect.

Every engagement governed by these terms is defined by an applicable Proposal or Statement of Work. Section 3.4 states that requirement.

These terms do not apply to advisory, coaching, strategic planning, or session-based engagements. Those engagements remain governed by the Client Engagement & Advisory Terms.

These terms govern engagements with businesses and organizations. They are not intended for personal or household transactions.

2. Relationship to Other Althea Ra Documents

Althea Ra Consulting Corp. maintains three separate governing documents. Each has a distinct function, and none replaces another.

Terms of Use. Governs access to and use of the Althea Ra Consulting Corp. website. It addresses website conduct, website content, and website intellectual property. It does not govern paid engagements.

Client Engagement & Advisory Terms. Governs advisory, consulting, coaching, and session-based engagements. It addresses the nature of advisory work, session structure, advisory boundaries, and the limits of professional guidance.

Project & Implementation Terms. This document. Governs defined-deliverable engagements, including websites, digital implementation, and systems builds.

Althea Ra maintains a legal and engagement terms page that identifies these three documents and routes to each of them. That page is a directory. It is not itself a governing document.

Where a client purchases both advisory services and a defined-deliverable project, each portion is governed by its corresponding document. Where a single engagement blends advisory and delivery work, the applicable Proposal must state which portions are governed by which document. If the Proposal is silent, these terms govern the delivery portion and the Client Engagement & Advisory Terms govern the advisory portion.

3. Relationship to the Applicable Proposal or Statement of Work

3.1 Two Documents Read Together

Every project is governed by two documents read together: the applicable Proposal or Statement of Work, and these terms.

The Proposal defines what is specific to the project. This includes scope, deliverables, page counts, features, integrations, milestones, timeline, fees, payment structure, revision allotment, any included Website Care period, and any project-specific conditions.

These terms define what is consistent across projects. This includes process, payment mechanics, client responsibilities, delay handling, ownership, data and compliance responsibility, and dispute handling.

3.2 Order of Precedence

Where the two documents conflict, the Proposal controls on scope, deliverables, fees, and schedule. These terms control on process, payment mechanics, ownership, and all other matters. Anything not addressed in the Proposal is governed by these terms.

A Proposal may modify a specific provision of these terms only where it does so expressly and in writing. General language in a Proposal does not override a specific provision here.

3.3 Required Incorporation

Every Proposal or Statement of Work for a defined-deliverable engagement must identify these Project & Implementation Terms by name as the terms governing that work, and must make the version then in effect available to the client before payment is made.

Where an engagement blends advisory and delivery work, the Proposal must state which portions are governed by these terms and which are governed by the Client Engagement & Advisory Terms.

3.4 A Proposal Is Required

Defined-deliverable implementation work governed by these terms requires an applicable Proposal or Statement of Work.

These terms set the reusable commercial and operational rules. They do not, by themselves, define a scope, a fee, a schedule, or a deliverable, and they are not capable of governing an engagement on their own.

A payment received where no applicable Proposal has been accepted does not create a defined-deliverable engagement and does not commit Althea Ra to any scope, deliverable, schedule, or price. In that event Althea Ra will either issue a Proposal for the client's acceptance or return the payment, less any documented third-party cost already incurred at the client's written direction.

Nothing in these terms authorizes or contemplates the purchase of defined-deliverable implementation work without an applicable Proposal.

4. Definitions

Defined terms are capitalized. Where a defined term appears without capitalization, it carries the same meaning.

Administrative Closure. The closure of a project following extended Inactive Status, as described in Section 10.4.

AI-Enabled Feature. Any feature of a deliverable that uses an artificial intelligence model or service to generate, classify, summarize, route, respond to, or otherwise process content or inquiries.

Althea Ra Materials. The intellectual property described in Section 16.

Business Day. Monday through Friday, excluding United States federal holidays. Time is measured in the Eastern Time zone.

Change Request. A request that alters the approved scope, structure, functionality, quantity, integrations, or creative direction of the project.

Client Delay. Any period during which work cannot reasonably proceed because the client has not supplied Required Materials, has not responded to a request for information or approval, or has not made a payment that is due.

Client Materials. Content, copy, data, images, video, audio, logos, brand assets, trademarks, credentials, lists, documents, instructions, specifications, and any other material supplied by the client or supplied on the client's behalf or at the client's direction.

Client-Specific Deliverables. The custom deliverables produced specifically for the client under the applicable Proposal, whether in final form or, where Section 8.5 applies, in their then-current state. They include custom design output, custom written content prepared by Althea Ra for the client, custom graphics prepared for the client, and the specific configuration of the client's own platforms and accounts. Client-Specific Deliverables do not include Althea Ra Materials or third-party components.

Commencement Date. The date on which all of the conditions in Section 5.2 have been satisfied and production work begins.

Delivery Notice. Written notice from Althea Ra that a deliverable or defined phase is complete and available for client review, as described in Section 7.

End-User Data. Information about the client's prospects, customers, patients, policyholders, members, subscribers, employees, or other individuals, that is collected, stored, transmitted, or processed through a deliverable.

Final Payment. The remaining balance of the project fee, ordinarily forty percent unless the applicable Proposal states otherwise.

Inactive Status. The paused status a project enters following an extended Client Delay, as described in Section 10.

Pay-in-Full. Payment of the entire project fee in advance, as described in Section 6.3.

Project Close. The point at which the engagement is complete, as described in Section 8.

Project Initiation Payment. The payment required to secure the project, ordinarily sixty percent of the total project fee unless the applicable Proposal states a different amount.

Project Initiation Portion. The portion of the total project fee equal to the Project Initiation Payment, whether that amount was paid separately or as part of a Pay-in-Full payment. The Project Initiation Portion is calculated as described in Section 6.2.

Proposal. The proposal, Statement of Work, scope document, or written quotation accepted by the client for a specific project. A reference to a Proposal includes a Statement of Work.

Required Materials. The content, assets, credentials, access, decisions, and approvals the client must supply for work to proceed, as described in Section 9.

Revision Round. One consolidated set of change requests submitted in writing within the approved scope of the project.

Website Care. A defined period of post-launch maintenance and support expressly included in the applicable Proposal, as described in Section 13.3.

5. Project Initiation, Reserved Capacity, and Commencement

5.1 What Initiation Secures

Althea Ra reserves production capacity and schedule for each project. That reservation has value. It is the reason initiation is treated as a distinct step, and it is the reason the Project Initiation Payment is treated as it is under Section 6.2.

Acceptance of the Proposal together with receipt and clearance of the Project Initiation Payment does three things. It secures the client's place in the Althea Ra production schedule. It authorizes Althea Ra to begin preparation, planning, information architecture, technical setup, and other commencement activities. It causes Althea Ra to decline, defer, or reschedule other work for the same period.

5.2 When Production Work Begins

Production work begins only after all three of the following have occurred:

- The client has accepted the applicable Proposal in writing. Electronic acceptance, signature, or written confirmation by email is sufficient.
- The Project Initiation Payment has been received and has cleared, whether it was paid separately or as part of a payment of the full project fee in advance.
- The client has supplied the Required Materials identified in the Proposal as necessary to begin, or Althea Ra has confirmed in writing that work may begin without them.

The Commencement Date is the date on which the last of these three conditions is satisfied. Project timelines stated in the Proposal are measured from the Commencement Date, not from the date of the Proposal or the date of the first conversation.

Timelines assume reasonably prompt client responsiveness. Timelines are estimates and are extended by any period of Client Delay.

5.3 Preparation Before the Commencement Date

Preparation and planning activities authorized under Section 5.1 may begin before the Commencement Date. Those activities are part of the engagement and are performed for the client's benefit, whether or not production work has begun. Where a project is cancelled before the Commencement Date, the treatment of the value of those activities is governed by Section 19.1, subject to Section 6.2.

6. Payment Structure

6.1 Standard Structure

Unless the applicable Proposal states otherwise, project fees are paid in two parts:

- Sixty percent as the Project Initiation Payment, due upon acceptance and before production work begins.
- Forty percent as the Final Payment, due within five business days of the Delivery Notice.

6.2 The Project Initiation Portion Is Non-Refundable

Upon the client's acceptance of the applicable Proposal and Althea Ra's receipt and clearance of the Project Initiation Payment, the Project Initiation Portion becomes non-refundable. This applies whether the client paid the Project Initiation Payment separately or paid the full project fee in advance.

The Project Initiation Portion is non-refundable because acceptance and payment cause Althea Ra to reserve production capacity for the project, to decline or defer other work for the same period, and to begin the preparation, planning, architecture, and commencement activities described in Section 5.1. Those commitments are made at the point of acceptance and payment, and the capacity reserved cannot be recovered afterward.

The parties agree that the Project Initiation Portion is a reasonable estimate of the value of the reserved capacity and the preparation performed, made at the time the Proposal is accepted, and that it is not a penalty.

Nothing is charged twice. The Project Initiation Portion compensates the reserved production capacity together with the initiation activities actually performed under Section 5.1, that is, the preparation, planning, information architecture, technical setup, and other commencement activities actually carried out in initiating the project.

Where an amount due for work performed or for costs incurred is assessed under Section 10.2, Section 10.4, Section 19, or Section 20.3, that assessment excludes the reserved capacity and the initiation activities actually performed and compensated by the Project Initiation Portion, and counts work performed and costs incurred beyond them. No amount already compensated by the Project Initiation Portion is charged, deducted, or withheld a second time.

This rule prevents double recovery and nothing more. It reaches only the initiation activities actually performed and compensated by the Project Initiation Portion. Work performed beyond those initiation activities remains assessable, whether performed before or after the Commencement Date, and is not excluded merely because it involves planning, information architecture, technical setup, configuration, or a similar activity of a kind described in Section 5.1. What is excluded is the initiation activity actually performed and compensated, not a category of activity. The exclusion this rule creates is limited in amount to the Project Initiation Portion actually received and cleared, and it does not reduce any amount due for work performed or costs incurred beyond that amount.

How the Project Initiation Portion is calculated. The Project Initiation Portion is calculated against the total project fee actually payable under the applicable Proposal, including the effect of any discount, credit, or Pay-in-Full price stated in that Proposal. It is not calculated against a list price, a pre-discount figure, or any amount the client was not required to pay.

Where the Proposal states the Project Initiation Payment as a percentage, the Project Initiation Portion is that percentage of the total project fee actually payable. Where the Proposal states the Project Initiation Payment as a fixed amount, that amount is the Project Initiation Portion. Where the Proposal states both, the fixed amount controls.

In no case does the Project Initiation Portion exceed the amount actually received and cleared from the client.

Where a Proposal states a Project Initiation Payment other than sixty percent, that stated amount is the Project Initiation Portion for that project and this section applies to it.

The only exception to the non-refundability of the Project Initiation Portion is termination by Althea Ra without cause under Section 20.4.

6.3 Pay-in-Full Engagements

A client may elect to pay the full project fee in advance, and the applicable Proposal may offer a stated benefit for doing so.

Payment in full is a payment method. It is not a change to the underlying commercial structure of the project.

Payment in full does not by itself make the entire amount non-refundable, and does not by itself entitle the client to a full refund. The Project Initiation Portion is non-refundable as described in Section 6.2, calculated as described in that section. The treatment of the amount paid in excess of the Project Initiation Portion is determined under Section 19 with reference to the applicable Proposal, the work actually performed, third-party costs incurred, and any other amounts due.

6.4 Alternate and Phased Structures

Larger or multi-phase projects may use a milestone or phased payment structure. Where the Proposal defines phases, each phase is treated as its own project for the purposes of initiation, Delivery Notice, Final Payment, revisions, and Project Close, unless the Proposal states otherwise.

6.5 Payment Method, Taxes, and Costs

Payments are made through the methods identified by Althea Ra. The client is responsible for any applicable taxes and for any bank, transfer, or currency conversion charges imposed by the client's own institution.

6.6 Amounts Past Due

Amounts that remain unpaid after their due date do not automatically accrue interest or late charges. Where the applicable Proposal states a late payment charge, that charge applies as written and only to the extent permitted by applicable law.

Non-payment does have consequences other than charges. Althea Ra may suspend work, withhold transfer of deliverables and access, and release the project schedule, as described in Sections 7.1, 10, and 20.

7. Delivery Notice and Final Payment

7.1 The Delivery Notice

A Delivery Notice is written notice from Althea Ra that a deliverable or defined phase is complete and available for client review. It is ordinarily accompanied by a preview environment, staging link, review file, or equivalent access.

The Delivery Notice identifies the scope items from the applicable Proposal that have been completed. A Delivery Notice is issued when those items have been completed and presented for review.

The Final Payment is due within five business days of the Delivery Notice.

The Delivery Notice is not conditioned on the client's review, approval, launch readiness, internal scheduling, or business circumstances. Delivery is measured by the completion of Althea Ra's work, not by the client's readiness to receive it. This is a deliberate provision.

Without it, a completed project can remain unpaid indefinitely for reasons entirely outside the producer's control.

Where the client has paid the full project fee in advance, no Final Payment falls due on the Delivery Notice. Handoff under Section 8.1 proceeds once any other amounts then due have been received and cleared. The review window in Section 7.2 applies in the same way.

Transfer of files, credentials, source access, publication, launch, or migration to a live environment occurs after all amounts then due have been received and cleared. Where a Final Payment is due, that includes the Final Payment. Where the client has paid the full project fee in advance, it means any other amounts then due, and the absence of a Final Payment does not delay transfer.

Preview or staging access provided before that transfer is a limited, revocable license granted solely for review. It does not transfer ownership and does not authorize publication or commercial use.

7.2 Review Window and Acceptance

The client has five business days from the Delivery Notice to submit a consolidated written revision request within the revision allotment described in Section 11. If the client does not submit a written revision request within that period, the deliverable is deemed accepted as delivered.

Deemed acceptance does not waive any revision round remaining under the Proposal. Where a deliverable has been deemed accepted, a remaining revision round may still be exercised, subject to the expiration in Section 11.6. The five-business-day submission period for that round runs from the date the client notifies Althea Ra in writing that it wishes to use it, and the work is scheduled into the next available production capacity.

8. Project Close

8.1 The Delivery Sequence

A project moves through a defined sequence:

1. Althea Ra issues the Delivery Notice under Section 7.1.
2. The client submits revision requests within the review window, or the deliverable is deemed accepted.
3. The Final Payment becomes due within five business days of the Delivery Notice, and the Final Payment and any other amounts due are received and cleared. This timing is fixed by Section 7.1 and does not depend on completion of step 2. Where the client has paid the full project fee in advance, this step is satisfied on clearance of any other amounts then due.
4. Ownership of the Client-Specific Deliverables transfers under Section 15 upon clearance of all amounts due.
5. Althea Ra completes handoff, which includes transfer of files, credentials, and access, and publication, launch, or migration where the Proposal includes it.
6. Project Close occurs.

8.2 Definition of Project Close

Project Close is the completion of handoff under Section 8.1, step 5. Where the Proposal includes publication, launch, or migration to a live environment, Project Close occurs on completion of that step. Where it does not, Project Close occurs on completion of the transfer of files, credentials, and access.

Althea Ra will confirm Project Close to the client in writing. Where a Proposal defines phases, each phase closes separately unless the Proposal states otherwise.

8.3 What Project Close Does and Does Not Change

Project Close ends the production engagement. It is the point from which the exclusions in Section 13.2 apply, the point from which unused revision rounds begin to expire under Section 11.6, and, where the Proposal includes Website Care, the point from which the Website Care period runs unless the Proposal states a different start date.

Project Close does not affect ownership. Ownership transfers on clearance of all amounts due under Section 15, which may occur before Project Close.

Project Close does not end the obligations that survive under Section 29.1.

8.4 Closure Without Project Close

A project may end without reaching Project Close. Administrative Closure under Section 10.4, cancellation under Section 19, and termination under Section 20 end the engagement without Project Close and, except as Section 8.5 provides, without handoff, and without transfer of ownership unless all amounts due have been received and cleared. Where all amounts due as finally assessed have been received and cleared, Section 8.5 applies.

8.5 Work Product Where an Engagement Ends Without Project Close

Where an engagement ends under Section 10.4, Section 19, or Section 20, and all amounts due as finally assessed have been received and cleared, ownership of the Client-Specific Deliverables in their then-current state transfers under Section 15.

In that event, Althea Ra will deliver those deliverables in their then-current state, and will transfer or release credentials and access to third-party accounts registered in the client's name, within fifteen business days of the client's written request.

Althea Ra will retain the work product and remain able to make that delivery for twelve months from the date the engagement ended, or, where the amounts finally assessed clear after that date, for twelve months from the date they clear. The client may make the request at any time within that retention period.

After the retention period ends, Althea Ra has no obligation to retain the work product and no obligation to deliver it, except to complete a delivery properly requested before the period ended. Ownership under Section 15 does not revive that obligation.

This retention period applies to the work product only. It does not affect the transfer of third-party accounts registered in the client's name, which is governed by Section 12, or the client's own ownership of those accounts.

Where the work product contains End-User Data or other personal information, Althea Ra will delete or return it on the client's written instruction, and that instruction ends the retention obligation in respect of that information.

Delivery under this section is made once, in accordance with this section. Althea Ra is not obliged to retain the work product after that delivery has been made.

A delivery under this section is not handoff under Section 8.1, step 5, and does not constitute Project Close under Section 8.2, whether or not it includes the transfer of files, credentials, and access.

Work delivered under this section is delivered in its then-current and incomplete state. Althea Ra has no obligation to complete, correct, document, migrate, publish, or support it, and provides no revision round in respect of it. This section does not transfer or license any Althea Ra Materials beyond the license in Section 16.2, does not transfer any component described in Section 12 that operates under a license held by Althea Ra, and does not begin any Website Care period.

9. Client Responsibilities and Required Materials

Delivery projects are collaborative. Althea Ra cannot produce a deliverable without materials, decisions, and access that only the client can provide. These are obligations, not suggestions.

Unless the applicable Proposal states otherwise, the client is responsible for:

- Providing written content, copy, or source material the client has elected to supply, in the format and by the dates identified in the Proposal or project schedule.
- Providing logos, brand assets, photography, and any other visual materials the client wishes to include.
- Providing credentials and access to domains, hosting, existing websites, email systems, social accounts, payment processors, scheduling tools, artificial intelligence platforms, and any other platform required for the work, and maintaining that access for the duration of the engagement and of any Website Care period.
- Identifying a single named decision maker with authority to give approvals, and notifying Althea Ra in writing if that person changes.
- Reviewing deliverables and providing consolidated written feedback within the timeframes stated in these terms or the Proposal.
- Representing and confirming that the client holds the necessary rights, licenses, permissions, and consents for all Client Materials, and that use of those materials as directed by the client does not infringe the rights of any third party.
- Determining and meeting the legal, regulatory, and industry requirements that apply to its business and to its use of the deliverable, as described in Section 17.
- Maintaining the third-party accounts, subscriptions, and licenses the deliverable requires, as described in Section 12.

- Making timely payments as scheduled.

The confirmations in this section are representations made by the client to Althea Ra. The client is responsible for the accuracy, legality, and completeness of all Client Materials. Althea Ra does not verify claims, credentials, licensing, regulatory compliance, or factual accuracy of Client Materials, and does not provide legal, tax, accounting, clinical, or other specialized professional advice in connection with that content.

10. Client Delay, Inactive Status, Reactivation, and Administrative Closure

Reserved production time cannot be recovered. When a project stalls, the cost of that stall falls on the party that reserved the capacity unless the terms address it. This section addresses it, and it does so with notice at every step.

10.1 Notice Before the Ten Business Day Hard Stop

A Client Delay may arise before or after the Commencement Date. Where the Required Materials identified in the Proposal as necessary to begin have not been supplied, a Client Delay runs from the date Althea Ra requests them in writing.

Where a Client Delay is continuing, Althea Ra will provide written notice to the client no later than the seventh business day of that delay. The notice will identify what is outstanding and will state that the project will move to Inactive Status if the delay continues to the tenth consecutive business day.

If the Client Delay continues for ten consecutive business days, the project moves to Inactive Status. Althea Ra will provide written notice to the client on the date the project moves to Inactive Status.

10.2 Effect of Inactive Status

When a project moves to Inactive Status:

- Production work stops.
- The reserved schedule is released and Althea Ra may reallocate that capacity to other clients.
- All amounts due for work performed to that point become immediately payable, excluding anything already compensated by the Project Initiation Portion as described in Section 6.2.
- The Project Initiation Portion remains non-refundable.
- Any delivery dates stated in the Proposal are void.

Inactive Status is a pause. The engagement remains in effect. A project in Inactive Status has not been closed, has not been canceled, and has not been terminated, and it may be reactivated under Section 10.3.

10.3 Reactivation

A project in Inactive Status may be reactivated. Reactivation requires all of the following:

- A written reactivation request from the client.
- Payment of all outstanding amounts.
- Delivery of the outstanding Required Materials.
- Availability in the Althea Ra production schedule. Reactivated projects are scheduled into the next available capacity and do not resume their original position.
- Payment of a reactivation fee where one is stated in the applicable Proposal or quoted in writing at the time of reactivation.

10.4 Extended Inactivity and Administrative Closure

If a project remains in Inactive Status for thirty consecutive business days without a reactivation request, Althea Ra may close the project administratively.

Before a project is closed under this section, Althea Ra will provide written closure notice to the client. The closure notice will identify what remains outstanding, will state the date on which Administrative Closure will take effect, and will give the client not fewer than five business days from the date of the notice to submit a reactivation request under Section 10.3. Where the client submits a reactivation request that satisfies Section 10.3 within that period, the project is not closed under this section.

On Administrative Closure:

- The engagement ends and the project is treated as complete to the extent of the work performed.
- All amounts due for the work performed, for third-party costs incurred on the client's behalf, and for any other amount then due become immediately payable, excluding anything already compensated by the Project Initiation Portion as described in Section 6.2.
- The Project Initiation Portion remains non-refundable.
- Any amount paid beyond amounts due and beyond the Project Initiation Portion is assessed as described in Section 19.2, reading the effective date of Administrative Closure in place of the date of cancellation. Where that assessment produces a balance in the client's favor, Althea Ra will return it within thirty calendar days of the effective date of Administrative Closure. Where the assessment shows amounts still owing, those amounts remain due.
- Work performed remains subject to Section 15. Ownership does not transfer unless all amounts due as finally assessed have been received and cleared. Where they have, Section 8.5 applies.
- Any future work requires a new Proposal at then-current rates.

Administrative Closure is not Project Close. It does not trigger handoff, does not begin any Website Care period, and does not by itself transfer ownership.

10.5 Relationship to Suspension, Termination, and Events Beyond Control

Where the same circumstance permits action under this Section 10, under Section 20.1, and under Section 20.2, Althea Ra may elect which to apply and may apply them in sequence. Electing one does not waive the others.

This Section 10 does not apply to non-payment of the Final Payment, or of any other amount due, after a Delivery Notice has been issued. That circumstance is governed by Sections 20.1 and 20.2.

Where a Client Delay is caused by an event described in Section 29.7 and the client notifies Althea Ra promptly in writing, the periods in Sections 10.1 and 10.4 are extended by the duration of that event.

11. Revisions and Change Requests

Revisions refine work within the approved scope. Change requests alter the approved scope. The difference determines whether the work is included or quoted separately.

11.1 Revision Allotment

Unless the applicable Proposal states otherwise, each deliverable or defined phase includes two rounds of revisions.

A revision round is one consolidated set of written change requests. Consolidating feedback protects both the schedule and the quality of the result, and clients are asked to gather their feedback into a single set before submitting it.

Except as Sections 7.2 and 11.6 provide, revision requests must be submitted within five business days of the Delivery Notice or of the delivery of the preceding revision round.

Additional revision rounds beyond the allotment are available at the rate stated in the Proposal or quoted in writing at the time of the request.

11.2 How Feedback Is Counted

Where a client submits feedback in more than one message, Althea Ra will ask the client to confirm that the feedback set is complete before that feedback is treated as a completed revision round. The client will have not fewer than two business days to confirm the set or to supplement it.

Separate communications are not treated as separate revision rounds unless the client has been given that opportunity and either confirms the set is complete or does not respond within the period allowed. Feedback submitted after a revision round has been confirmed complete, or after work on that round has begun, may be treated as a new revision round.

Where the confirmation period under this section would extend beyond the submission deadline in Section 11.1 or the review window in Section 7.2, those periods are extended to the end of the confirmation period.

11.3 What Counts as a Revision

A revision is a refinement within the approved scope and approved direction. Examples include adjusting copy within an approved section, correcting an error, adjusting spacing or color within the approved design system, or replacing a supplied image with another supplied image.

11.4 What Counts as a Change Request

A change request is anything that alters the approved scope. Examples include adding pages, sections, or features; changing the approved creative direction after approval; adding integrations or third-party tools; changing platform; expanding content volume beyond what the Proposal contemplated; or reworking material that was previously approved in writing.

Change requests are quoted separately, require written approval before work proceeds, and may adjust both the fee and the delivery schedule. Work on a change request does not begin until it is approved in writing and any associated payment terms are satisfied.

11.5 Turnaround Expectations

Althea Ra will ordinarily begin a confirmed revision round within five business days of confirmation and deliver the completed round within ten business days of confirmation, subject to available production capacity. Where a round will take longer, Althea Ra will use reasonable efforts to notify the client in writing with a revised date.

These are scheduling expectations rather than guaranteed dates. They are extended by any period of Client Delay and by any event described in Section 29.7.

11.6 Expiration of Unused Revision Rounds

A revision round that has not been used expires thirty business days after Project Close. Where an engagement ends without Project Close under Section 10.4, Section 19, or Section 20, an unused revision round expires on the date the engagement ends, and a revision round that has been requested but not completed lapses on that date. Section 8.5 governs any work product delivered after an engagement has ended, and no revision round is performed in respect of it.

To exercise a remaining round before it expires, the client must notify Althea Ra in writing within that period. Once notified, the round proceeds under Sections 11.2 through 11.5, and the work is scheduled into the next available production capacity.

A revision round is limited to the approved scope as it stood at the Delivery Notice for the deliverable concerned. It is not Website Care under Section 13.3, is not remediation of a third-party change under Section 13.1, and is not a mechanism for new work after Project Close.

Work requested after a revision round has expired, or outside the approved scope, is a Change Request under Section 11.4 or is quoted under a new Proposal.

12. Third-Party Technology, Hosting, Domains, and Subscriptions

Unless the applicable Proposal expressly states otherwise, all third-party technology used in or required by a project is owned by the client, paid for by the client, and registered in the client's name.

This includes domain registration, hosting, website platforms, themes, page builders, plugins, extensions, software licenses, email and marketing platforms, customer relationship systems, scheduling tools, payment processing accounts, artificial intelligence platforms and services,

stock media licenses, fonts, and any recurring subscription required for the deliverable to operate.

Where Althea Ra procures or configures any third-party service on the client's behalf as a convenience, the client reimburses the actual cost, and the account is placed in or transferred to the client's name at or before Project Close. Where an engagement ends without Project Close under Section 8.4, that transfer occurs once all amounts due have been received and cleared.

The client is responsible for maintaining these accounts and for all renewals once an account is in the client's name, and in all cases after Project Close. Althea Ra is not responsible for service interruption, data loss, or deliverable failure caused by an expired, canceled, suspended, or unpaid third-party account.

Components operating under an Althea Ra license. Some components used in a deliverable may operate under a developer, agency, or multi-site license held by Althea Ra rather than by the client. Where the applicable Proposal includes such a component, the Proposal identifies it and states the basis on which the client may use it.

The client's use of such a component is permitted only for so long as the license held by Althea Ra remains in effect, and only on the basis stated in the Proposal. No such component is assigned to the client under Section 15, and no license held by Althea Ra is transferred to the client.

Where the Proposal states that the client is to obtain its own license, or where any Website Care period ends, the client is responsible for obtaining and maintaining its own license for that component. Althea Ra is not responsible for reduced functionality, loss of updates, loss of support, or deliverable failure arising from the client's decision not to obtain or maintain its own license, or from the expiry or termination of a license held by Althea Ra.

Third-party costs are separate from and additional to project fees unless the Proposal expressly includes them.

13. Third-Party Platform Limitations, Post-Project Support, and Website Care

13.1 Platform Limitations

Deliverables are frequently built on platforms Althea Ra does not own or control. Althea Ra makes no warranty regarding the performance, availability, security, pricing, or continued existence of any third-party platform, service, plugin, integration, model, or tool.

Third-party providers change their products. Platforms release updates, deprecate features, alter pricing, revise policies, change model behavior, and occasionally discontinue services entirely. These changes can affect a completed deliverable after delivery.

Althea Ra is not responsible for the effect of such changes on a delivered project. Remediation of issues arising from third-party changes after the Delivery Notice is not a revision under Section 11. It is a new engagement, governed by a new Proposal, unless it falls within a Website Care period expressly included in an applicable Proposal, or within an active support or maintenance arrangement under a separate written agreement. Website Care itself arises only from an applicable Proposal and cannot be created by a separate written agreement.

13.2 No Ongoing Support by Default

Except as provided in Section 13.3, Althea Ra does not provide ongoing maintenance, monitoring, security management, backup management, or technical support after Project Close unless those services are included in an applicable Proposal or purchased under a separate written agreement.

13.3 Website Care Exception

Section 13.2 does not apply where the applicable Proposal expressly includes Website Care or equivalent post-launch support. Website Care exists only where a Proposal includes it. These terms do not grant any Website Care period.

Where the Proposal includes Website Care, the Proposal controls the duration of the care period, the services included, response expectations, and any limits on volume, frequency, or scope. The Website Care period runs from Project Close unless the Proposal states a different start date.

Website Care covers routine care of the delivered work as defined in the Proposal. Unless the Proposal expressly states otherwise, Website Care does not include new pages, new features, new integrations, redesign, content development, campaign work, or data migration.

Routine updates and third-party remediation. This paragraph classifies work. It does not add to the Website Care scope the Proposal defines. Where the Proposal includes the application of routine updates released by a third-party provider, such as platform core, theme, and plugin updates, or includes monitoring or backup verification, that work is within Website Care and is not remediation.

Remediation is not. Remediation means work required because a third-party provider has introduced a breaking change, has deprecated or discontinued a feature or service, has changed pricing or policy, or has altered model behavior, and the deliverable must be repaired, rebuilt, replaced, re-engineered, or migrated as a result. Remediation of that kind is a new engagement under Section 13.1 unless the Proposal expressly includes it.

Client responsibilities during Website Care. During any Website Care period the client is responsible for maintaining the third-party accounts, subscriptions, licenses, and hosting the deliverable requires, and for maintaining the credentials and access Althea Ra needs in order to perform Website Care.

Where that access is not maintained, or where a required account or license lapses, Althea Ra's Website Care obligations are suspended for the period during which the access or account is not maintained. The Website Care period is not extended by that suspension.

Work requested beyond the defined Website Care scope is quoted separately, either as a Change Request under Section 11.4 or under a new Proposal.

Expiration of a Website Care period returns the engagement to the default position in Section 13.2. Expiration does not create an obligation to renew, and renewal is available only where offered in writing.

14. AI-Enabled Services and Tools

14.1 Use of AI Tools in Production

Althea Ra may use artificial intelligence tools as part of its own production process. Output produced with the assistance of those tools is subject to human review before it is included in a deliverable.

The ownership treatment described in Sections 15 and 16 applies to Client-Specific Deliverables regardless of whether artificial intelligence tools were used in producing them.

14.2 AI-Enabled Features in Deliverables

Where the applicable Proposal includes an AI-Enabled Feature, that feature operates on third-party artificial intelligence platforms and services. Those platforms and services are third-party technology under Section 12 and are subject to Section 13.1.

The Proposal identifies the AI-Enabled Features included, the platform or service used where relevant, and the configuration, testing, and documentation Althea Ra will provide.

14.3 Limitations of AI Output

Artificial intelligence systems produce probabilistic output. Output can be inaccurate, incomplete, outdated, inconsistent between sessions, or unsuitable for a particular purpose.

Althea Ra does not own, operate, train, or control any third-party artificial intelligence model or platform. Althea Ra does not control model behavior, model updates, availability, pricing, or provider policy, and does not warrant the accuracy, completeness, reliability, or suitability of any output generated by such a model.

Althea Ra configures, tests, and documents AI-Enabled Features as described in the applicable Proposal. It does not guarantee any specific response, output, or behavior, and third-party model behavior may change after delivery without notice.

14.4 Data Handling in AI-Enabled Features

Where an AI-Enabled Feature processes information supplied by the client or entered by an end user, that processing is governed by the terms and privacy practices of the third-party platform in addition to these terms.

The client is responsible for reviewing those third-party terms and practices, for determining whether the feature is appropriate for the information it will process, and for any notice, disclosure, or consent required in connection with that processing. Section 17 applies to information collected through an AI-Enabled Feature.

14.5 Client Oversight and Responsibility for Final Use

The client is responsible for reviewing AI-assisted content before it is published or relied upon, and for the final use it makes of any AI-Enabled Feature.

After Project Close, the client is responsible for monitoring the operation of any AI-Enabled Feature, for the accuracy and appropriateness of its output, and for maintaining any human review, escalation, or disclosure practice described in the Proposal, unless the Website Care terms of the applicable Proposal, or a support agreement, expressly provide otherwise.

15. Ownership of Final Deliverables

15.1 Transfer on Clearance of All Amounts Due

Upon receipt and clearance of all amounts due under the applicable Proposal and these terms, Althea Ra assigns to the client all right, title, and interest, including copyright, in and to the Client-Specific Deliverables, subject to the license reserved to Althea Ra in Section 18.1.

That assignment is a present transfer, effective on clearance of all amounts due, and it does not require any further act by either party to take effect.

To the extent any Client-Specific Deliverable qualifies as a work made for hire under the United States Copyright Act, it is treated as a work made for hire for the client. Where a Client-Specific Deliverable does not qualify, the assignment in this section applies to it.

Nothing in this section, and no characterization of the engagement or of any deliverable as a work made for hire, assigns, transfers, or licenses any Althea Ra Materials. Althea Ra Materials are governed exclusively by Section 16.

15.2 Further Assurances

At the client's request and expense, Althea Ra will execute reasonable documents confirming or recording the transfer described in Section 15.1.

15.3 Before Amounts Are Cleared

Before all amounts due have been received and cleared, Althea Ra retains all right, title, and interest in the work. Any preview, staging, draft, or review access provided in the interim is a limited, revocable license for review purposes only.

15.4 What the Transfer Does Not Include

Ownership of Client-Specific Deliverables does not extend to Althea Ra Materials described in Section 16, does not extend to any component described in Section 12 that operates under a license held by Althea Ra, and does not extend to third-party components, which remain subject to the licenses of their respective providers.

15.5 Delivery Following Transfer

Transfer of ownership under Section 15.1 does not by itself create an obligation to deliver, publish, launch, or migrate, and does not accelerate any step in Section 8.1.

Delivery occurs through handoff under Section 8.1, step 5, on completion of the delivery sequence, or through Section 8.5 where the engagement ends without Project Close, subject in that case to the retention period in Section 8.5.

Preview, staging, draft, or review access provided before handoff is a limited, revocable license granted solely for review, whether or not ownership has transferred. It does not authorize publication, launch, or commercial use before handoff.

16. Althea Ra Intellectual Property and Reusable Components

16.1 What Althea Ra Retains

Althea Ra retains exclusive ownership of everything it brings to a project rather than creates for it. Althea Ra Materials include:

- Proprietary frameworks and methodologies, including the Business Backbone Model and Strategy Maps.
- Templates, starter files, design systems, component libraries, code libraries, reusable code, reusable components, and configuration patterns.
- System and technical architecture, workflows, processes, checklists, internal documentation, and working methods.
- Prompts, prompt libraries, prompt architecture, instruction sets, and configuration approaches used in AI-enabled work.
- Tools, utilities, and internal systems used to produce or manage the work.
- Any general knowledge, skill, technique, approach, know-how, or generalized learning developed before or during the engagement.

This is true whether an item was developed before the engagement, developed during the engagement, or refined during the engagement.

16.2 License to the Client

Where any Althea Ra Material is incorporated into a Client-Specific Deliverable, the client receives a non-exclusive, non-transferable, perpetual license to use it as incorporated in that deliverable, for the client's own business purposes.

That license continues following a merger, acquisition, reorganization, or sale of substantially all of the client's business, provided that use remains within the acquiring or surviving entity's own business purposes and remains subject to the restrictions in Section 16.3.

The client may modify an Althea Ra Material as incorporated in its own deliverable. Modification does not grant the client any right in the underlying framework, methodology, template, component, or approach itself. Althea Ra is not responsible for the performance of a deliverable following modification by the client or by a third party.

16.3 Restrictions

The client may not extract, resell, redistribute, sublicense, repackaging, or offer as a service any Althea Ra framework, template, component, prompt, workflow, methodology, or tool, whether alone or as part of a competing product or service.

16.4 Continued Use by Althea Ra

Althea Ra may continue to use its frameworks, methodologies, reusable components, prompts, workflows, tools, and accumulated knowledge and experience on other engagements without restriction.

17. Client Data and Compliance Responsibility

17.1 End-User Data

Where a deliverable collects, stores, transmits, or processes End-User Data, that data belongs to the client and is the client's responsibility.

The client determines what information is collected, how it is used, how long it is retained, who has access to it, and how it is secured after Project Close. The client is responsible for the notices, disclosures, consents, and permissions required in connection with that collection and use.

17.2 The Client's Compliance Responsibility

The client is responsible for identifying and complying with the laws, regulations, permissions, disclosures, consents, notices, recordkeeping obligations, and industry-specific requirements that apply to its business and to its use of the deliverable.

Depending on the client's industry, activities, audience, and jurisdiction, those requirements may include privacy and data protection laws, marketing and electronic communications rules, accessibility standards, advertising and disclosure rules, and requirements specific to a regulated sector. Whether any particular requirement applies to a given client is a determination the client makes, with its own legal and compliance advisors. Nothing in this section states or implies that any particular law, regulation, or standard applies to the client's business, to the client's use of a deliverable, or to any given engagement.

17.3 No General Compliance Warranty

Althea Ra applies reasonable professional practices in producing deliverables, and will implement specific compliance-related features, standards, or configurations where the applicable Proposal expressly includes them.

Except for what the applicable Proposal expressly includes, Althea Ra does not warrant that a deliverable complies with any law, regulation, standard, or industry requirement, and does not provide legal, regulatory, clinical, tax, or accounting advice.

17.4 Althea Ra's Handling of Client Information

Where Althea Ra accesses or handles personal information on the client's behalf during an engagement, Althea Ra does so only as reasonably necessary to perform the work and in accordance with the client's instructions. Althea Ra limits access to personnel, contractors, and implementation resources who need it to perform the work and who are bound by equivalent confidentiality obligations, applies reasonable safeguards, and will notify the client without

undue delay upon becoming aware of unauthorized access to that information while it is in Althea Ra's possession or control.

Where a separate written data processing agreement is required for an engagement, it should be identified in the applicable Proposal.

17.5 After Project Close

After Project Close, the client controls the deliverable and the data it collects. Althea Ra has no continuing role in the operation, monitoring, security, retention, or handling of that data unless the Website Care terms of the applicable Proposal, or a support agreement, expressly provide otherwise.

18. Portfolio and Case Study Rights

18.1 License Reserved to Althea Ra

The client grants to Althea Ra a non-exclusive, royalty-free, worldwide license, perpetual unless withdrawn under Section 18.3, to identify the client as a client and to display and describe the completed work in Althea Ra's portfolio, website, proposals, presentations, marketing materials, and professional profiles.

This license is reserved from the assignment in Section 15.1. It survives that assignment, survives Project Close, and survives the end of the engagement. It is subject to the limits in Section 18.2 and to the restriction and withdrawal mechanism in Section 18.3.

Use under this license may include screenshots of publicly available pages, visual excerpts, a link to a published site, the client name and logo, and a general description of the nature of the work performed.

18.2 Limits

This license is limited to material that is publicly available or that the client has approved in writing. It does not extend to, and Althea Ra will not disclose:

- Confidential information, nonpublic information, internal documentation, pricing detail, or proprietary client material.
- Personal information of any individual, including information about the client's customers, prospects, patients, policyholders, members, subscribers, or employees.
- Health information, financial information, insurance or policy information, account information, or any other regulated or protected category of information.
- Client data, customer data, system data, credentials, or the contents of any database, list, or record.

In addition:

- No performance metrics, financial results, or business outcomes may be published without the client's written consent.
- No client testimonial or quotation may be attributed to the client without the client's written approval of the specific wording.

- No sensitive performance data or other material requiring client consent may be published without that consent.

18.3 Restriction and Withdrawal

A client may request a restriction on portfolio use in writing, before or at Project Close, and Althea Ra will honor reasonable restrictions. Where a client requires full confidentiality, that restriction should be recorded in the applicable Proposal.

A client may withdraw the license in Section 18.1 prospectively by written notice. Withdrawal applies to future use. Althea Ra is not required to recall, retract, or destroy materials already printed, published, or distributed, but will remove the work from materials under its direct control within a reasonable period.

19. Cancellation by the Client

A client may cancel a project by written notice. The financial effect depends on when the cancellation occurs.

19.1 Cancellation Before the Commencement Date

Where the client cancels after acceptance and payment of the Project Initiation Payment but before the Commencement Date, the Project Initiation Portion is non-refundable as described in Section 6.2. Capacity has been reserved and preparation has been authorized at that point, whether or not production work has begun.

Any amount paid in excess of the Project Initiation Portion is refundable, less documented third-party costs already incurred on the client's behalf, less the value of work authorized under Section 5.1 and actually performed that is not already compensated by the Project Initiation Portion as determined under Section 6.2, less any additional non-refundable scheduling or administrative amount expressly stated in the applicable Proposal, and less any other amount due that has not already been deducted under this section. The deduction for work actually performed includes work performed before the Commencement Date, and applies whether or not production work has begun. Other than a scheduling or administrative amount expressly stated in the applicable Proposal, no deduction is made under this section for anything already compensated by the Project Initiation Portion, as described in Section 6.2. Where a refund is due under this section, Althea Ra will return it within thirty calendar days of the cancellation date.

Where a client withdraws before the Project Initiation Payment has been received and cleared, no Project Initiation Portion has been paid and no refund arises under this section. Any documented third-party cost already incurred at the client's written direction remains payable.

19.2 Cancellation After the Commencement Date

Where the client cancels on or after the Commencement Date, the Project Initiation Portion is non-refundable.

Any amount paid beyond the Project Initiation Portion is assessed with reference to the applicable Proposal, the work actually performed through the date of cancellation, third-party

costs incurred, and any other amounts due. That assessment excludes the reserved capacity and the initiation activities actually performed and compensated by the Project Initiation Portion, and counts work performed and costs incurred beyond them, as described in Section 6.2. Where that assessment produces a balance in the client's favor, Althea Ra will return it within thirty calendar days of the cancellation date. Where the assessment shows amounts still owing, those amounts remain due.

19.3 Pay-in-Full Engagements

This section applies equally to Pay-in-Full engagements. The fact that the client paid the full amount in advance does not by itself make the full amount non-refundable, and does not by itself entitle the client to a full refund.

The Project Initiation Portion is non-refundable from acceptance and clearance of payment, as described in Section 6.2, and is calculated as described in that section. The remainder is assessed as described in Section 19.1 or Section 19.2, according to when the cancellation occurs, and the rule against charging any amount twice in Section 6.2 applies to that assessment.

19.4 Work Product on Cancellation

Cancellation does not by itself transfer ownership of incomplete work. Section 15 continues to govern, and Section 8.5 applies where all amounts due as finally assessed have been received and cleared. Third-party accounts registered in the client's name remain the client's property and responsibility.

Cancellation does not constitute Project Close and does not begin any Website Care period.

20. Suspension and Termination by Althea Ra

20.1 Suspension

Althea Ra may suspend work on a project, and may withhold transfer of deliverables, files, credentials, and access, where any of the following occurs:

- An amount due has not been paid.
- Required Materials or approvals have not been provided.
- Access to a platform necessary for the work has been withdrawn or lost.
- A payment is the subject of an open dispute, as described in Section 21.

Where the circumstances allow, Althea Ra will provide written notice and a reasonable opportunity to resolve the issue before suspending work.

20.2 Termination for Cause

Althea Ra may terminate a project for cause by written notice where any of the following occurs:

- A material breach of the applicable Proposal or these terms that remains uncured ten business days after written notice.

- Non-payment of the Final Payment or any other amount due more than ten business days after it became payable.
- Client Delay that has caused the project to move to Inactive Status under Section 10.1 and that remains unresolved.
- A request to perform work that is unlawful, deceptive, infringing, or that would require Althea Ra to misrepresent facts, credentials, or results.
- Conduct toward Althea Ra personnel, contractors, or implementation resources that is abusive, harassing, threatening, or discriminatory.
- Client insolvency, assignment for the benefit of creditors, or cessation of business.

20.3 Effect of Termination for Cause

On termination for cause, production work stops, all amounts due for work performed become immediately payable, excluding anything already compensated by the Project Initiation Portion as described in Section 6.2, the Project Initiation Portion remains non-refundable, and ownership of deliverables does not transfer until all amounts due have been received and cleared. Where they have been received and cleared, Section 8.5 applies.

Any amount paid beyond amounts due and beyond the Project Initiation Portion is assessed as described in Section 19.2, reading the date of termination in place of the date of cancellation, and any balance in the client's favor is returned within thirty calendar days of the date of termination.

Termination for cause is not Project Close and does not begin any Website Care period.

20.4 Termination Without Cause by Althea Ra

Althea Ra may terminate a project without cause by written notice where it determines that it cannot complete the work to its own standard or that continuing would not serve the client well.

In that event, Althea Ra will refund amounts paid that exceed the value of the work performed and the third-party costs incurred on the client's behalf, and will do so within thirty calendar days of the date of termination. That refund may include all or part of the Project Initiation Portion, and this is the only circumstance in which the Project Initiation Portion is refunded after acceptance and clearance of payment.

Althea Ra will deliver work completed to date where the client requests it and all other amounts due are satisfied, and will assist in an orderly transition to the extent reasonably practical. Section 8.5 applies to that delivery.

21. Payment Integrity and Dispute Resolution

Both parties benefit from resolving payment questions directly, quickly, and on the basis of a clear record. This section establishes how that happens and what evidence supports it.

21.1 Direct Resolution First

Where the client has a concern about an amount charged or an amount due, the client agrees to raise it directly with Althea Ra in writing within ten business days of the charge or invoice, describing the concern with reasonable specificity.

Althea Ra will acknowledge the concern within five business days and will work in good faith to resolve it within ten business days of acknowledgment. Most payment questions arise from a difference in expectation rather than a difference in fact, and direct conversation resolves them faster than any third-party process.

21.2 Transaction and Delivery Records

Both parties acknowledge that a project is documented by a record that includes the accepted Proposal, written or electronic acceptance and the version of these terms accepted, payment confirmations and receipts, any acceptance record captured at the point of purchase, the Delivery Notice, preview or staging access provided, revision requests and responses, approvals, confirmation of Project Close, and written correspondence between the parties.

Althea Ra maintains this record for each engagement. On request, Althea Ra will provide the client with the records relevant to a disputed amount. Where a payment processor, card issuer, or financial institution makes an inquiry regarding a transaction, Althea Ra will provide that record in response.

The client agrees to preserve its own relevant records for the duration of any dispute, and agrees not to request removal or deletion of shared project records, correspondence, or preview environments while a payment question is open.

21.3 Effect of a Third-Party Payment Dispute

Nothing in these terms prevents a client from exercising rights available under the terms of its own card issuer, bank, or payment provider.

The client acknowledges, however, that initiating such a process does not by itself determine what is owed. Amounts due under the applicable Proposal and these terms remain subject to determination under this agreement, and the outcome of a third-party process does not modify the parties' contractual obligations to each other.

Where a matter is resolved directly between the parties, the client agrees to promptly withdraw any related third-party dispute. That agreement is a commitment between the client and Althea Ra. It does not bind, override, or modify the dispute process of any card network, issuer, bank, or payment provider, and nothing in these terms limits or waives any right the client holds under those processes.

While an amount remains unpaid or the subject of an open dispute, Althea Ra may suspend work and withhold transfer of deliverables, files, credentials, and access, as described in Section 20.1.

21.4 Escalation

Where direct resolution does not succeed, the parties agree to attempt resolution through good-faith discussion between the client's named decision maker and an authorized representative of Althea Ra before pursuing any other remedy. Either party may then propose mediation in the State of New Jersey. This section does not limit either party's right to pursue available legal remedies.

22. Confidentiality

Each party may receive confidential information from the other, including business plans, financial information, customer information, credentials, strategy documents, and unpublished materials.

Each party agrees to protect the other party's confidential information with reasonable care, to use it only for the purposes of the engagement, and not to disclose it to third parties except to personnel, contractors, or implementation resources who need it to perform the work and who are bound by equivalent obligations.

This obligation does not apply to information that is publicly available, was already known to the receiving party, is independently developed, or must be disclosed by law.

Credentials and access provided to Althea Ra are treated as confidential and are used solely for the purposes of the engagement.

23. Indemnification

This section is limited to matters within the client's control. It does not create a general indemnity for the conduct of the engagement.

23.1 Client Indemnification

The client will defend, indemnify, and hold harmless Althea Ra Consulting Corp. and its officers, directors, employees, contractors, subcontractors, specialist collaborators, and implementation resources from and against third-party claims, and the resulting damages, losses, liabilities, settlements, and reasonable attorneys' fees and costs, to the extent arising from:

- Client Materials, including any claim that Client Materials infringe or misappropriate the intellectual property, publicity, or privacy rights of a third party.
- The client's instructions, specifications, permissions, approvals, or representations, including the representations and confirmations made under Section 9.
- The client's use, publication, distribution, or operation of a deliverable in violation of applicable law or of a third party's rights.
- The client's collection, use, retention, disclosure, or security of End-User Data, or the client's failure to obtain a required consent, permission, notice, or disclosure.
- Any unlawful, deceptive, misleading, or unauthorized use of a deliverable by the client or by any person acting through or on behalf of the client.
- Any other matter reasonably within the client's control and outside Althea Ra's control.

23.2 Exclusions

The obligation in Section 23.1 does not apply to the extent a claim arises from Althea Ra's own gross negligence, willful misconduct, or breach of these terms.

23.3 Procedure

Althea Ra will give the client prompt written notice of any claim for which indemnification is sought. Delay in giving notice relieves the client of its obligation only to the extent the client is actually prejudiced by the delay.

The client may assume the defense of the claim with counsel reasonably acceptable to Althea Ra. Althea Ra may participate in the defense with its own counsel at its own expense. The client may not settle a claim in a way that imposes any obligation, liability, or admission of fault on Althea Ra without Althea Ra's prior written consent. Althea Ra will provide reasonable cooperation in the defense at the client's expense.

23.4 Relationship to Limitation of Liability

The limitation of liability in Section 24 applies to Althea Ra's liability. It does not limit the client's obligations under this Section 23. Nothing in this section expands Althea Ra's obligations beyond what Section 24 provides.

24. Limitation of Liability

24.1 Who This Section Protects

This section applies to Althea Ra Consulting Corp. and to its officers, directors, employees, contractors, subcontractors, specialist collaborators, and implementation resources, including RJ Rawlins Consulting where it acts in that role under Section 25.3. Each of them is entitled to the benefit of this section.

The limit stated in Section 24.2 is a single aggregate limit for all of them taken together. It is not multiplied by the number of persons or entities entitled to its benefit, and it is not increased by the number of claims.

The client's claims arising out of or relating to a project are brought against Althea Ra Consulting Corp., which remains responsible to the client for the work as described in Section 25.

24.2 Limit

To the maximum extent permitted by applicable law, total liability arising out of or relating to a project is limited to the amount actually paid by the client for that project.

24.3 Excluded Damages

Althea Ra is not liable for indirect, incidental, consequential, special, or punitive damages, including lost profits, lost revenue, lost business opportunity, loss of data, or business interruption, whether or not the possibility of such damages was known.

24.4 No Warranty of Business Outcomes

Deliverables are provided on the basis described in the applicable Proposal. Althea Ra does not warrant that a deliverable will produce any specific business result, level of traffic, conversion rate, ranking, revenue, or performance outcome.

24.5 Enforceability

Where any limitation or exclusion in this section is held unenforceable, it applies to the maximum extent permitted by applicable law, and the remainder of this section continues in effect.

25. Independent Relationship and Implementation Resources

25.1 Independent Contractor

Althea Ra Consulting Corp. performs services as an independent contractor. Nothing in these terms creates a partnership, joint venture, employment relationship, agency, or fiduciary relationship between the parties.

25.2 Subcontractors and Implementation Resources

Althea Ra may engage subcontractors, specialist collaborators, and implementation resources to perform portions of the work, and remains responsible to the client for work performed under its direction.

25.3 Implementation Through RJ Rawlins Consulting

Implementation work under these terms may be performed through, or in collaboration with, RJ Rawlins Consulting, which serves as an implementation resource for engagements of this type.

Where a Proposal, project page, or project communication identifies RJ Rawlins Consulting in that role, it identifies the resource performing the implementation work. It does not make RJ Rawlins Consulting a party to the applicable Proposal or to these terms, does not create a contractual relationship between the client and RJ Rawlins Consulting, and is not a representation of any corporate, ownership, or legal relationship between the two businesses beyond what is expressly stated in writing.

Unless the applicable Proposal expressly states otherwise, the client's contractual relationship, invoicing relationship, and payment relationship are with Althea Ra Consulting Corp., and Althea Ra Consulting Corp. remains responsible to the client for the work.

Sections 22, 23, and 24 apply to RJ Rawlins Consulting, and to any other subcontractor, specialist collaborator, or implementation resource, when acting in that role.

26. Governing Law

These terms are governed by the laws of the State of New Jersey, United States, without regard to conflict of law principles. The parties consent to the jurisdiction of the state and federal courts located in New Jersey.

27. Modifications and Version Control

Althea Ra may revise these terms from time to time. The version of these terms in effect on the date the client accepts the applicable Proposal governs that project for its duration.

A revision to these terms does not alter the terms of a project already underway. Each published version carries a version number and effective date.

Althea Ra retains prior versions of these terms and will provide the version applicable to a project on request.

28. Acceptance

28.1 The Proposal Is the Primary Acceptance Record

For engagements governed by these terms, acceptance of the applicable Proposal is the primary record of the client's acceptance of these terms.

Section 3.3 requires the Proposal to identify these Project & Implementation Terms by name and to make the version then in effect available to the client before payment is made. Written or electronic acceptance of the Proposal, whether by signature, by an acceptance control, or by written confirmation to proceed, constitutes acceptance of these terms in the version then in effect.

28.2 Payment as Confirming Acceptance

Payment of a Project Initiation Payment, or payment of the full project fee, for a project covered by an applicable Proposal confirms the client's acceptance of that Proposal and of these terms.

Payment does not by itself create a defined-deliverable engagement where no applicable Proposal has been accepted. Section 3.4 governs that circumstance.

Payment does not substitute for the written acceptance of the Proposal that Section 5.2 requires as a condition to the commencement of production work.

28.3 Terms Made Available at the Point of Purchase

A payment link, checkout page, invoice, or online form used for defined-deliverable implementation work is issued in connection with an applicable Proposal. Section 3.4 applies where a payment is received without one.

Where payment is taken through a payment link, checkout page, invoice, or online form, that purchase process will make these terms available to the client before payment is completed, through a link to Althea Ra's legal and engagement terms page or directly to this document, and will present an acceptance control where the payment platform provides one.

Where a payment platform provides a single terms location for more than one category of service, a link to Althea Ra's legal and engagement terms page satisfies this section, provided that page identifies these Project & Implementation Terms by name and links to the version then in effect.

The record captured at the point of purchase, including the date, the amount, the item purchased, and any acceptance control presented, corroborates the acceptance recorded under Section 28.1 and is retained as part of the record described in Section 21.2.

This section describes how the purchase process is to be configured. A limitation of a payment platform does not affect the acceptance recorded under Section 28.1.

28.4 Electronic Acceptance

The parties agree to conduct the transaction electronically and to the use of electronic records and electronic signatures. Acceptance given electronically has the same effect as a handwritten signature, and a record of the transaction kept in electronic form has the same effect as a paper record.

28.5 Questions Before Payment

Questions regarding these terms should be directed to Althea Ra Consulting Corp., at the contact identified in the applicable Proposal or at the contact published with these terms, before payment is made.

29. General Provisions

29.1 Survival

Sections 3, 4, 6.2, 7.2, 8, 11.3, 11.4, 11.6, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 29, together with any payment obligation that accrued before termination, survive the completion, cancellation, closure, or termination of a project.

Sections 7.2, 11.3, 11.4, and 11.6 survive so that a revision round remaining after Project Close can be exercised before it expires, and so that the definition of a revision, the definition of a Change Request, the scope limits on a revision round, and the expiration of an unused round continue to apply. Where such a round is exercised under Section 11.6, it proceeds as Section 11.6 provides, and Sections 11.1, 11.2, and 11.5 survive for that limited purpose only. Apart from that limited purpose, no other part of Section 11 survives, and Sections 11.1, 11.2, and 11.5 impose no obligation.

No obligation to perform a revision round survives the end of an engagement under Section 10.4, Section 19, or Section 20. Where an engagement ends in that way, an unused revision round expires on the date the engagement ends under Section 11.6, a revision round already requested but not completed lapses on that date, and Section 8.5 governs any work product delivered afterward.

29.2 Notices

Notices under these terms are given in writing to the email addresses identified in the applicable Proposal, or to another address a party has provided in writing. A notice sent by email is effective on the business day it is sent, if sent during business hours, and otherwise on the next business day. Each party is responsible for keeping its contact information current.

Notices to Althea Ra Consulting Corp. may also be sent to info@altheاراconsulting.com and to Althea Ra Consulting Corp., 371 Hoes Lane, Ste 200-293, Piscataway, NJ 08854.

29.3 Assignment

Neither party may assign a Proposal or these terms without the other party's written consent, except that either party may assign to a successor in connection with a merger, acquisition, reorganization, or sale of substantially all of its business.

29.4 No Waiver

A failure or delay in enforcing any provision of these terms is not a waiver of that provision or of any other provision. A waiver is effective only where given in writing.

29.5 Severability

If any provision of these terms is held unenforceable, that provision is modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remaining provisions continue in full effect.

29.6 Entire Agreement

The applicable Proposal and these terms are the entire agreement between the parties for the project they govern, and they supersede prior discussions, drafts, quotations, and representations regarding that project.

29.7 Events Beyond Reasonable Control

Neither party is liable for delay or failure to perform caused by an event beyond its reasonable control, including natural events, outages, third-party platform failures, and government action. Project timelines are extended by the period of such an event. This section does not excuse a payment obligation for work already performed.

29.8 Headings

Headings are for convenience only and do not affect the interpretation of these terms.