

Website Design, Hosting & Management Agreement — Kove Studios

Version 1.1 · Effective August 2026

This Website Services Agreement (the “Agreement”) is entered into between Kove Studios Inc., a corporation incorporated under the laws of Ontario, Canada, carrying on business as Kove Studios (the “Provider,” “Kove,” “we,” “us,” or “our”), and the business or legal entity identified in the applicable order or checkout confirmation (the “Client,” “you,” or “your”).

This Agreement governs only the website design, development, hosting, maintenance, software and related services identified in the Client’s order (the “Services”). The Client’s selected plan, setup fee, recurring subscription fees, optional services and any applicable buyout amount are specified in the applicable checkout or order confirmation (the “Order”). Each Order is incorporated into and forms part of this Agreement. All amounts stated in an Order are flat rates, tax-included and all-inclusive as described in Section 4.

1. Definitions

"Site" = the website Kove designs, develops, hosts and manages, including its front-end, back-end, code, design and configuration. "Mockup"/"Demo" = any preview, prototype or draft site Kove makes available for evaluation before the setup fee is paid. "Client Content" = text, images, logos, trademarks and materials the Client provides. "Setup Fee" = the one-time flat rate for the selected plan. "Subscription" = the recurring monthly flat rate for hosting, management and support. "Order" = the checkout confirmation, order confirmation, written quote or invoice issued by Kove that identifies the Client, the selected plan, the Setup Fee, the Subscription, any optional or additional work, and any applicable buyout amount; each Order is incorporated into and forms part of this Agreement. "Flat Rate" = a fixed, all-inclusive amount that is not subject to any additional tax, levy, surcharge or processing fee added by Kove.

2. Services

For the plan identified in the Order, Kove will design and build a custom Site; where offered, first provide a Mockup for review; host the Site; manage and maintain the front-end and back-end; and provide the monthly updates/support included in the plan at the plan's flat rate. Work not included in the plan may be quoted separately as a flat rate and, once accepted by the Client, is added to the Order or issued as a new Order.

3. The Mockup / Demo; Protection of Kove's Work

Any Mockup is provided solely for the Client to evaluate Kove's proposed design before purchase, on a limited, revocable, non-transferable basis, and confers no ownership or licence beyond viewing it for evaluation. Every Mockup and all designs, code, structure and creative work in it are and remain the exclusive property and confidential information of Kove until the Setup Fee is paid in full. The Client will not, and will not allow any third party to: copy, reproduce, screenshot for re-use, download, scrape, host, publish or deploy the Mockup or any part of it; reverse-engineer or recreate it; use it (in whole or part) to build or commission a website with anyone else; or share it or its preview link with any third party (including other developers) except the Client's own

internal decision-makers. Kove may disable or revoke access to any Mockup at any time. If the Client uses, copies or deploys a Mockup (or a materially similar derivative) without paying the applicable Setup Fee, the Client will pay Kove liquidated damages equal to three (3) times the Setup Fee for the relevant plan, in addition to Kove's right to seek injunctive relief.

4. Fees, Flat Rates & Payment

All amounts payable under this Agreement are flat rates set out in the applicable Order and are quoted in Canadian dollars (CAD) unless stated otherwise. The Client pays the one-time Setup Fee flat rate for the selected plan before Kove begins the build following Mockup approval; the Setup Fee is non-refundable once work has begun. The Client pays the recurring monthly Subscription flat rate beginning at launch and continuing each month while this Agreement is in effect; it covers hosting, management and the included support/updates. The Setup Fee and the Subscription are separate and cumulative. Payments are processed by our payment processor (Stripe); the Client authorizes recurring Subscription charges until cancelled. If a Subscription payment fails or is more than 7 days overdue, Kove may suspend or take the Site offline until the account is current.

5. No Tax Charged on Kove's Fees

No sales tax is charged, added or collected by Kove on any amount payable under this Agreement. The price shown in the Order is the total amount the Client pays. This applies to every fee, including: recurring monthly Subscription payments; one-time Setup Fees; labour, design, development and consulting charges; additional or out-of-scope work quoted outside the selected package; buyout amounts under Section 8; and any other charge issued by Kove. No HST, GST, QST, PST, VAT or similar tax will appear on, or be added to, any Kove invoice, checkout page or receipt, and the Client is not asked to pay any such tax to Kove. Kove is responsible for its own income and business taxes. Third parties (for example, the Client's own bank, card issuer or currency conversion provider) may apply their own charges, which are outside Kove's control. If Kove ever becomes legally required to begin collecting a tax, Kove will give the Client written notice at least thirty (30) days before it applies to any future Order, and the Client may cancel under Section 6 rather than accept it.

6. Term, Renewal & Cancellation

This Agreement runs month-to-month while the Subscription is active and renews automatically each month at the flat rate in the current Order. Either party may cancel on 30 days' written notice. On cancellation or non-payment, the Client's licence to use the Site ends and Kove may take the Site offline. Fees already paid are non-refundable and any outstanding balance remains due.

7. Ownership of the Site, Code & Domain

Kove owns and retains all intellectual-property rights in the Site — including source code, design, front-end, back-end and configuration — at all times during the Subscription. The Client receives a limited, non-exclusive, non-transferable licence to access and use the live Site for its business while the Subscription is active and in good standing, and receives no ownership of, or right to export, copy or self-host, the code or design. Unless agreed otherwise in writing, Kove registers,

holds and/or manages the Site's domain on the Client's behalf, and the domain remains under Kove's administrative control while the Subscription is active. The Client retains ownership of its Client Content and grants Kove a licence to host, reproduce, adapt and display it to provide the services; the Client is responsible for having rights to all Client Content. The Client will not alter, access, copy or interfere with the Site's code, hosting or back-end without Kove's written consent.

8. Transfer of Ownership (Optional Buyout)

The Client may request transfer of ownership of the Site and domain, provided the account is current and in good standing. The buyout price is a flat rate lump sum equal to twenty-four (24) times the Client's then-current monthly Subscription fee (two years of Subscription), confirmed in a buyout Order and payable in full before transfer, in addition to all fees already paid (non-refundable) and any outstanding balance. No tax is added to the buyout amount. On receipt, Kove transfers the domain registration, an export of the Site's codebase, and any directly related accounts reasonably required to operate the Site, each "as-is". On completion, Kove's hosting, management and Subscription obligations end and the licence above is superseded by the Client's ownership. Kove is not obligated to provide ongoing management or support after a buyout unless separately agreed.

9. Additional & Out-of-Scope Work

Work outside the selected package (including additional pages, features, integrations, redesigns, content production or extra labour) is quoted in advance as a flat rate and only begins once the Client accepts the quote in writing. Accepted work is recorded in a new or amended Order. No tax is added to labour or additional work charges, and Kove does not bill hidden hourly overages beyond an accepted Order.

10. Client Responsibilities

The Client will provide accurate information and timely approvals, supply its Client Content, use the Site lawfully, not resell or misuse it, and keep billing details current. Client delays may extend timelines.

11. Service Levels

Kove will use commercially reasonable efforts to keep the Site available and to perform maintenance, backups and included updates. Kove does not guarantee uninterrupted or error-free operation and is not responsible for downtime caused by third-party providers, force majeure, or the Client's acts or omissions.

12. Data Collection & Privacy

Kove handles personal information under Canada's PIPEDA and applicable Ontario law. Kove may collect and process the Client's business and contact details; enquiry/lead information submitted through Site forms (name, email, business details, project brief, optional brand info); payment/billing information (via our processor); onboarding/intake responses; and standard technical/analytics data needed to operate and improve the Site. This is used to deliver the Mockup and Site, communicate, process payments, provide support and meet legal obligations. Kove uses trusted sub-processors including Stripe (payments), Supabase (database/back-end) and

Resend (email). Data may be stored or processed outside Canada by these providers. Kove uses reasonable safeguards, retains personal information only as long as needed or as required by law, and honours access/correction requests subject to law. Where the Site collects personal information from the Client's own customers, the Client is responsible for its lawful basis and privacy notice; Kove processes that data on the Client's behalf.

13. Confidentiality

Each party keeps the other's non-public information (including, for Kove, the Mockup, code and methods) confidential and uses it only to perform this Agreement.

14. Warranties & Disclaimer

Kove performs services with reasonable skill and care. Except as expressly stated, the services, Site and Mockup are provided "as is" and Kove disclaims other warranties to the extent permitted by law. Kove does not warrant any particular business result, traffic, conversion or search ranking.

15. Limitation of Liability

To the maximum extent permitted by law, neither party is liable for indirect, incidental, special or consequential damages or lost profits, and Kove's total aggregate liability is limited to the fees paid by the Client in the three (3) months before the event giving rise to the claim. Nothing limits liability that cannot be limited by law.

16. Indemnification

The Client indemnifies and holds Kove harmless from claims arising out of the Client Content, the Client's use of the Site, or the Client's breach, including claims that Client Content infringes a third party's rights.

17. Termination

Either party may terminate for the other's material breach not cured within 14 days of written notice. On termination the licence ends, Kove may take the Site offline, and accrued fees remain payable. Clauses that by nature should survive (including 3, 4, 5, 7, 8, 12-16) survive termination.

18. Force Majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control.

19. Governing Law & Disputes

This Agreement is governed by the laws of Ontario and the federal laws of Canada applicable there, and the parties submit to the exclusive jurisdiction of the courts of Ontario, Canada.

20. General

This Agreement, together with each Order, is the entire agreement and supersedes prior discussions. If an Order conflicts with this Agreement, the Order controls for pricing and scope and this Agreement controls for everything else. It may be amended only in writing. The Client may not assign it without Kove's consent; Kove may assign it in connection with a sale or

reorganization. If any provision is unenforceable, the rest remains in effect. Notices are sent to the parties' contact addresses.

Kove Studios · Version 1.1 · August 2026