

Sullivan Squared Ent. Service Agreement

THIS SERVICE AGREEMENT (the "Agreement") dated this _____ day of _____,
_____ BETWEEN:

CLIENT

(the "Client")

CONTRACTOR

Sullivan Squared Enterprises
PO Box 161 Barry, TX. 75102

(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Build and host a basic 4-page web site. Website to include a home page, services page, about us page and a contact us page and
 - Host and maintain previously stated website for a period no less than 12 months.
 - Client will receive one "edit credit" which is equal to one half hour (30 clock minutes) of webpage editing time per month for updates or additions. Any additional time, over the one edit credit per month, for editing of website, once published, will be billed at \$50 per clock hour, one hour minimum.
 - Edit credits not used within the calendar month cannot be rolled over to next month.
2. The Services will also include any other tasks which the Parties may agree on in writing. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for 12 months, subject to earlier termination as provided in this Agreement. The Term will be automatically extended, on a month to month basis, using same terms, without the written consent of the Parties. Early Termination of this agreement by Client will be subject to "Early Termination Fee" as outlined in section 22. of this agreement.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

6. The Contractor will charge the Client a flat non-refundable fee of \$350.00, plus tax and/or expenses which will vary due to client options, for the Services (the "Compensation") of building stated website.
7. A non-refundable deposit of \$350.00 plus tax and other expenses, (the "Deposit") is payable by the Client upon execution of this Agreement.
8. The Contractor will charge the Client a monthly reoccurring fee of \$45.00 (plus tax and any expenses) for month to month management of website.
9. Invoices submitted by the Contractor to the Client are due within ten calendar days of receipt. If funds for month to month maintenance are not received by Contractor, the website will be placed in "suspended mode" with notice that website is suspended until account is paid up date to include any late fees (see section 13.)
10. In the event this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor. An Early Termination Fee may apply, See section 22.
11. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

REIMBURSEMENT OF EXPENSES

12. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. The Contractor will only be reimbursed for expenses submitted according to the following guidelines:
 - "Expenses" are fees Contractor will pay to Godaddy.com, or other content provider, to bring and maintain website online. Client will reimburse Contractor for all said fees as well as any state sales taxes due on services provided.
13. Any late payments will trigger a fee of 5.00% late fee for any months that payments are late.

TRADE SECRETS

14. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

16. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

17. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

18. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. Client: _____

b. Contractor: Sullivan Squared Enterprises
PO Box 161 Barry, TX, 75102

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

EARLY TERMINATION FEE

22. If Client terminates month to month hosting agreement earlier than 12 months, client agrees to pay Contractor \$450 Early Termination Fee, or 75% of remaining monthly fees, whichever is less. Contractor may hold URL in suspended mode as security until Fee is paid in full.

MODIFICATION OF AGREEMENT

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ENTIRE AGREEMENT

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

26. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

29. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

SEVERABILITY

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

32. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

_____(Client)

For Sullivan Squared Enterprises