



SERVICE AGREEMENT

515Hosting & Web Design | Iowa

Iowa Websites | Iowa Nice

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Web Design | SEO | Hosting

This Service Agreement (the “Agreement” or Contract”) states the terms and conditions that govern the contractual agreement between 515Hosting & Web Design (the Consultant) and the client who agrees to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in the field of Website Services; and

WHEREAS, the Client desires to retain the services of the Consultant to render the services as outlined in correspondences and according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. Terms

This Agreement shall begin from the time of receipt to proceed with services and terminate upon services performed.

Either Party may terminate this Agreement for any reason with three (3) days written notice to the other Party. If immediate work was performed by the Consultant within that cancellation period, the Client will be responsible for the invoiced amount for that work. Cancellations of this contract after the three (3) day grace period will be billed for any work performed and may incur a cancellation charge of the greater amount of \$200 or 10% of the estimated amount provided to the client.

2. Contract Price

The Client agrees this Contract references the agreed Estimated amount for services performed; however, the Client agrees to pay any differences upon invoicing for additional amounts owed for variances from the initial quote. The Consultant agrees to communicate as best as possible expected changes to the Invoice as promptly as possible. This Contract serves as an Agreement that the Client agrees the estimate provided may not be exact and may change based upon changes to the scope of work.

3. Scope Of Work

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to web design, web hosting, search engine optimization or other services that fall in line with the industry that the Consultant performs services in. The Consultant will provide the scope of work within an email for the Client to review. That email will serve to explain in detail what the Client will be receiving and

defines the scope of this Agreement; however, other communication methods relaying requests for work to be performed, acceptance of that work, or otherwise communicated between the Client and Consultant shall be considered ample notification of the services, projects, changes, or scope of work that a client would like and may result in additional charges.

4. Compensation

In consideration for the Consulting Services, the Client shall pay the Consultant at the invoiced amount. Invoices may include a line item of labor rates, product charges, and service charges. These rates are liable to change during the duration of this agreement. Labor rates are likely to rise, service fees may increase, and product fees such as domain names and web hosting may have adjustments to their pricing. The Client agrees that in the event a service is requested without prior approval of an estimate, the Consultant will bill at the current rate for those items and the Client accepts the updated charges. The Consultant shall invoice the Client once within a reasonable time period following completion of the services or as outlined by the Invoice. The Client agrees to pay the Invoice within the time period noted on the Invoice and the Invoice terms and conditions.

5. Independent Contractor Rights

Client and Consultant expressly agree and understand that Consultant is an independent contractor and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, Consultant acknowledges that Consultant and Consultant's Employees are not eligible for any Client benefits, including, but not limited to, health insurance, retirement plans or stock option plans. Consultant is not the agent of Client and is not authorized and shall not have the power or authority to bind Client or incur any liability or obligation, or act on behalf of Client. At no time shall Consultant represent that it is an agent of the Client, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Client.

Consultant is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. Consultant shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

6. Intellectual Property Rights & Copyrights

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work products intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

Further, the Consultant and Client agree to not suggest Trademarked or Copyrighted content on the website that the Client or Consultant does not maintain ownership rights to use. If a Client insists on using any content for which they do not have ownership rights to use, the Client releases the Consultant from any repercussions resulting from that use. The Consultant is held harmless from any Trademark, DMCA, Copyright, plagiarism or other similar violations that result from content the Client provides and uses for the website.

The Consultant cannot be held responsible for any content 3rd parties upload to the website. Website content is hosted on 3rd party servers not directly under the control of the Consultant. The Consultant may provide reseller services for web hosting; however, the servers are maintained by LiquidNet Ltd at data centers across the globe, thus the Consultant bears no responsibility to the content on those servers that wasn't directly uploaded by the Consultant.

7. Confidentiality

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or price points (the Confidential Information), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

8. Indemnification

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

Consultant agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless Client, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of physical injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of Consultant or any Consultant Employee in the performance or failure to fulfill any Services or obligations under this Agreement.

The Consultant agrees to take all necessary precautions to prevent financial loss to the Client; however, cannot make any promises to the downtime or errors that may arise from the website as a result of updates, modifications, or changes. Some websites, such as WordPress, require considerable use of 3rd party plugins, themes, and code that is at the mercy of authors and maintenance outside of the Consultant's control. The Client agrees to not hold the Consultant responsible for any losses as the result of upgrades made to the website that result in errors, critical issues, or website downtime as a result of incompatibilities, web hosting issues, PHP errors, and/or plugin and themes. Some issues that arise during updates, such as incompatibilities may result in errors that could be perceived as originating

from the Consultant, so it The Consultant agrees to make routine backups that can be provided to the Client for restoration of a site.

9. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

10. Use of Content For Marketing

The Client allows for the use of marketing and Consultant informational pages such as testimonials and reviews, the ability to use Client content including, but not limited to verbal quotes, snippets of paragraphs written, screenshots of websites, brands and logos for display as Clients the Consultant has worked with, and other content helpful content for Consultant to market to future customers as part of the Consultants portfolio.

11. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Iowa and subject to the exclusive jurisdiction of the federal and state courts located inJasper, Iowa.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Consultant/Service Provider

LANDON ELSCOTT Owner/Freelancer
[First name] [Last name] [Title]

515Hosting & Web Design LLC
[Company]

Client

[First name] [Last name] [Company]

[Company]