

## [CLIENT NAME] + SUPERFRIENDLY GENERAL SERVICES AGREEMENT

### PREAMBLE

This General Services Agreement (this “Agreement”) is entered into as of this [TODAY’S DATE] (the “Effective Date”) by and between SuperFriendly Co. (“**SuperFriendly**”) and [CLIENT NAME] (“**Client**”) (individually, a “Party” or collectively, the “Parties”).

### BACKGROUND

SuperFriendly helps [VALUE PROPOSITION].

Client desires to engage SuperFriendly to provide the services further described in this Agreement because of SuperFriendly’s unique approach, and SuperFriendly desires to perform the services for Client.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Services. **Woo! You’re hiring us to complete the services fully described in the attached SOW. Those services can change throughout the project if we agree to change them.** Client hereby engages SuperFriendly to provide and perform the services, duties, and responsibilities described in each Scope of Work (each an “SOW”), agreed to by the Parties, and attached and made a part of this Agreement as EXHIBIT A (the “Services”). Services will be performed in accordance with the standards, specifications, and timeline as may be set forth in a SOW, and such other reasonable standards as the Parties may establish prior to, or during the course of performance of the Services. Client understands that, although each SOW will delineate specific deliverables, the actual deliverables produced from the Services may vary based on factors such as Client feedback and the time frame the Services are to be provided in.

2. Fees. **We’ll be putting a metric ton of work into helping you achieve your goals. You’re agreeing to pay us for our services according to the SOW. The fee doesn’t include expenses, but we’ll discuss those before you ever commit to paying them.** In exchange for the Services, including SuperFriendly’s research, brainstorming, problem-solving and contribution of expertise and experience, Client shall pay SuperFriendly the sum and on the payment terms specified in each SOW (the “Fee”). The Fee does not include reimbursement for expenses including, but not limited to, fonts, stock

photography/video/illustration, licenses, products, or other collateral or materials necessary to complete the Services, which will be billed for separately after Client approval.

3. **Term.** **This Agreement will apply to any work we agree to complete for you within a year of its signature, or upon the completion of services outlined in a SOW. If we love working together and want to do more of it, we can mutually agree to extend the term.** The term of this Agreement shall commence on the Effective Date, and shall continue for a period of 12 months or until completion of all outstanding SOWs, whichever is later (“Initial Term”). If the Parties agree to extend the Agreement beyond the Initial Term, the Agreement will be amended to reflect the renewal term.

4. **Control of Services.** **We know how we work best, so we’ll control how we and any subcontractors work, but please tell us if you feel there’s a better way to accomplish something!** Except as set forth in this Agreement, Client will neither have nor exercise any control or direction over the methods by which SuperFriendly performs the Services and functions; Client’s sole interest is to ensure that the Services covered by this Agreement are performed in a competent, efficient and satisfactory manner. Except as may be otherwise set forth in this Agreement, SuperFriendly will exclusively control its hours and other working conditions. All SuperFriendly personnel, including subcontractors, performing the Services shall be the responsibility of SuperFriendly, and Client shall have no direct responsibility for SuperFriendly personnel.

5. **Tools and Equipment.** **We’ll use our equipment to get our work done.** Except as set forth in a SOW, SuperFriendly will provide any special materials, tools, and equipment that are needed for Services under this Agreement.

6. **Relationship of the Parties.** **We’re an independent contractor.** The Parties hereby agree that they are at all times acting as independent contractors who have entered into this Agreement on the terms and conditions set forth in the Agreement. Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee or principal and agent between the Parties (or each Party’s personnel). SuperFriendly will not assert that the relationship with Client is other than an independent contractor relationship. This Section will survive termination of the Agreement.

7. **Licenses and Permits.** **We’ll make sure to have (and keep current) any licenses or permits we need to complete the work. If we don’t and you feel that significantly changes the project, you’re free to walk away.** SuperFriendly will obtain and keep valid and in force at all times all licenses or permits necessary to perform the Services. If any license or permit is no longer valid and in force for any reason: (i) SuperFriendly shall notify Client immediately, and (ii) Client may immediately terminate this Agreement in accordance with the terms of Section 12 (“Termination”).

8. **Taxes.** **We’ll be responsible for paying our own taxes that result from doing this work with you.** SuperFriendly shall pay all taxes (including all federal, state and local employment taxes) applicable to its performance under this Agreement.

9. Warranties. **We promise to be utterly professional, we won't say bad things about you, and our work will be of the highest quality we can muster so that we can all go out for drinks when our work together is done. You promise that the stuff you give us is legit.** SuperFriendly represents and warrants that the Services (i) will be performed in a timely, professional, and workmanlike manner, in compliance with applicable industry standards and in accordance with the requirements of this Agreement; (ii) will comply with applicable laws, rules, or regulations; (iii) will not defame or disparage Client or third parties or violate or infringe upon the rights of third parties, including contractual, employment, trade secrets, proprietary information, privacy, publicity, and nondisclosure rights, or any trademark, copyright, or patent rights; and (iv) to the extent consisting of deliverables, will be technically correct, free from material defect, and based upon specifications provided in a SOW and upon any other information or documents mutually agreed upon by the Parties. Client represents and warrants that all materials provided to SuperFriendly for use in performance of the Services will not violate or infringe upon the rights of third parties, including contractual, employment, trade secrets, proprietary information, privacy, publicity, and nondisclosure rights, or any trademark, copyright, or patent rights.

10. No Conflict of Interest. **We work for other clients, but that won't get in the way of us doing amazing work together.** SuperFriendly may perform services similar to the Services for third parties in its sole discretion; provided, however, that the performance of such similar services shall not be deemed a justification or excuse for any failure to perform hereunder.

11. Pauses. **You can pause the project if you let us know how long you'd like to pause for. We can't promise that we'll pick right back up when you're ready to go again, but we'll try our best to. If the pause lasts for more than 60 days, that's probably a sign that the project is over, so we should just call it. If that unfortunately happens, we might have to charge you a 10% fee to make up for the opportunities we lost by holding the time for you. (But let's both do our darnedest to make sure it doesn't come to this.)** Client may temporarily halt SuperFriendly's performance of Services contemplated by a SOW ("Pause"). In the event of a Pause, Client shall notify SuperFriendly in writing of Client's election to Pause and the projected length of time for the Pause. Following a Pause the Parties will attempt to agree on a date to resume the Services, subject to SuperFriendly's then-current availability. If the total amount of time for all Pauses lasts more than sixty (60) days, SuperFriendly may consider that Client's notice of its intention to terminate the SOW subject to a Pause, and the provisions of Section 12 ("Termination") of the Agreement will apply. SuperFriendly reserves the right to charge a termination fee equal to 10% of the amounts of the total Fee that remain outstanding to compensate for lost opportunity cost.

12. Termination. **Both of us can walk away at any time for any reason, as long as we give 30 days notice. If we do end the project, you'll make sure we're paid up for the work we've completed, and we'll make sure you get all of the work we've done and the rights to it.** Client may terminate this Agreement as follows:

- a. If SuperFriendly fails to perform any material obligations under this Agreement, Client shall give SuperFriendly written notice thereof. If SuperFriendly fails to remedy such failure to perform within five (5) business days of receipt of notice, Client may terminate this Agreement as of the fifth (5th) day.
- b. Client may, in addition, terminate this Agreement at any time during the term hereof upon thirty (30) days' prior written notice (the "Notice Period") without cause and without liability to SuperFriendly, except for (i) payment for work previously completed hereunder, (ii) reimbursement to SuperFriendly of all reasonable expenses SuperFriendly, including SuperFriendly vendors, incurs up to the date of termination. During the Notice Period, Client will pay only for work actually performed in accordance with its unrevoked instructions. At Client's request, SuperFriendly shall continue performance on Services assigned or scheduled during the Notice Period in accordance with the terms and conditions of this Agreement.
- c. SuperFriendly may elect, in its sole discretion, to terminate this Agreement without cause and without liability upon thirty (30) days prior written notice to Client (the "SuperFriendly Notice Period"). Client shall (i) pay for work previously completed hereunder, (ii) reimburse SuperFriendly for all reasonable expenses SuperFriendly, including SuperFriendly vendors, have incurred up to the date of termination, and (iii) pay for Services actually performed during the SuperFriendly Notice Period as requested by Client and in accordance with the terms and conditions of this Agreement.
- d. On the date of termination for any reason, Client shall pay SuperFriendly all amounts due, and SuperFriendly shall deliver to Client all results of the Services with the appropriate grant of rights as those are set out in Section 18 ("Ownership").

13. Publicity. **We'd be proud to say that you're a client of ours, but we won't promote any work we've done together until you say so or unless you have a good reason to object.** SuperFriendly shall not use Client's name, logo, or trademarks in connection with SuperFriendly sales, advertising, marketing and promotional activities, including without limitation, any publication, press release, advertisements, website or public forum, without Client's prior written consent, which shall not be unreasonably withheld or delayed, except that SuperFriendly may refer to Client as a client subject to the terms of this Agreement.

14. Consequential Damages. **Both parties will only be responsible for direct damages if this agreement is breached.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF IT HAS BEEN NOTIFIED OF THE POSSIBILITY OF SAME. This Section shall survive

termination of this Agreement.

15. **Insurance. Here's the type of insurance we carry for clients like you.**

- a. SuperFriendly shall carry and maintain the following insurance at its own cost and expense:
  - i. Workers' compensation insurance as required by applicable law;
  - ii. Comprehensive Commercial General Liability insurance including personal injury liability, broad form property damage liability and blanket contractual liability and liability for bodily injury or property damage, with a combined single limit of not less than one million dollars (\$1,000,000.00) each occurrence; and general aggregate liability of not less than two million dollars (\$2,000,000.00).

16. **Force Majeure. Neither party will be considered in default in case of events beyond our reasonable control.** In no event shall either Party be considered to be in default under this Agreement for delays in performance caused by events beyond the reasonable control of such Party.

17. **Indemnification. If we do certain things wrong, we'll be responsible for making it up to the injured third party. You agree to do the same for us.**

- a. SuperFriendly shall defend, indemnify, and hold Client harmless, including Client's respective subsidiaries, affiliates, officers, directors, agents, employees, representatives, successors and assigns (collectively "Client Indemnified Parties") from and against any and all actions, claims, suits, demands, judgments, losses, costs, expenses and/or damages, including attorneys' fees, arising out of or resulting from SuperFriendly's negligent acts or omissions in its performance of the Services including, but not limited to any dealings between SuperFriendly and third parties or the breach of any warranties set forth in Section 9 ("Warranties").
- b. Client shall defend, indemnify, and hold SuperFriendly harmless, including its respective subsidiaries, affiliates, officers, directors, agents, employees, representatives, successors and assigns from and against any and all actions, claims, suits, demands, judgments, losses, costs, expenses and/or damages, including attorneys' fees, arising out of or resulting from Client's breach of any representation or warranty set forth in Section 9 ("Warranties"). The provisions contained in this paragraph shall survive the termination of this Agreement.

18. **Ownership. You'll own what you pay for as soon as you pay for it.**

- a. All information, reports, studies, computer programs (object or source code), work products, works of authorship, creative or audiovisual works, and other tangible or intangible material produced by or as a result of the Services (the “SuperFriendly Deliverables”) is not “work for hire” under United States copyright law. Upon completion of the Services and expressly subject to full payment of all undisputed invoices, SuperFriendly shall and does assign to Client all right, title and interest, including without limitation copyright and other intellectual property rights, in and to the SuperFriendly Deliverables, except for right, title and interest to any Third Party Products and SuperFriendly Materials as those terms are defined below. SuperFriendly shall reasonably cooperate with Client to execute any additional documents reasonably necessary to evidence such assignment. Excluding Third Party Products and SuperFriendly Material, if SuperFriendly has any rights to the SuperFriendly Deliverables that cannot legally be assigned to Client, SuperFriendly hereby automatically, upon receipt of full payment by Client, unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully-paid, and royalty-free license to such rights, with rights to sublicense, reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, use, sell, import for sale and exercise any and all such rights. All items provided to Client which qualify as Client property will be marked by SuperFriendly as follows: “Copyright [CURRENT YEAR] by [CLIENT NAME]. All rights reserved.” This Section shall survive termination of this Agreement.
- b. SuperFriendly shall retain all right, title, and interest in all inventions, works of authorship, designs, know-how, ideas, information, research, design libraries, processes, techniques or development tools, software code and applications delivered to the Client under this Agreement that have been independently developed prior to the commencement of Services under the applicable SOW; and (ii) all modifications, enhancements and derivatives of, and improvements to, any of the foregoing (which for the sake of clarity, includes all modifications, enhancements, derivatives, and improvements developed or otherwise created by or under SuperFriendly’s direction during the course of rendering Services hereunder, but excluding such modifications, enhancements, derivatives or improvements that are part of the SuperFriendly Deliverables) (collectively, “SuperFriendly Materials”). Prior to incorporating within the SuperFriendly Deliverables any intellectual property owned or controlled by a third party (such other intellectual property, “Third Party Content”), SuperFriendly shall notify Client, together with any restrictions or limitations by which Client must abide with respect thereto, and secure Client’s prior written consent to use such Third Party Content. To the extent SuperFriendly Deliverables contain any of SuperFriendly Materials or Third Party Content, SuperFriendly hereby grants to Client a non-exclusive, perpetual, worldwide, royalty-free license to use, and to permit others to use on its behalf, such SuperFriendly Materials and Third Party Content, as

applicable, solely as incorporated within (and as necessary to use) the SuperFriendly Deliverables.

- c. Client owns all right, title, and interest in and to any and all materials that Client provides to SuperFriendly, or any Client materials that SuperFriendly accesses, during the course of SuperFriendly's performance of Services under this Agreement including, without limitation, trademarks, trade dress (including look and feel), copyrights, patents, audio, video and audiovisual material, photographs, artwork, images, characters, text, and technology (collectively, "Client Materials"). SuperFriendly has no rights, title, or interest in any Client Materials (except the right to use such Client Materials as reasonably necessary for SuperFriendly's performance hereunder) and shall immediately return any and all Client Materials to Client at any time upon Client's request.

19. **Confidential Information.** **We'll keep your secrets as long as you tell us they're secret, and we'll expect you to do the same for us.** SuperFriendly acknowledges and agrees that the tangible and intangible information obtained or developed in connection with the performance of this Agreement is deemed by Client and shall be considered to be confidential and proprietary information ("Confidential Information"). Confidential Information does not include information that (i) has become publicly known without breach by SuperFriendly of these confidentiality obligations, (ii) has been independently developed without access to Confidential Information, as evidenced in writing; (iii) has been rightfully received from a third party without a breach of confidentiality by such third party; or (iv) is previously known to recipient (without a breach of confidentiality). SuperFriendly shall not disclose Client Confidential Information to any other entity or person without Client's prior written consent, except that SuperFriendly may disclose Client Confidential Information to those SuperFriendly subcontractors and employees that need to know the Confidential Information in order for SuperFriendly to complete the Services contemplated by a SOW, and provided that such subcontractors and employees will be subject to the same confidentiality obligations as SuperFriendly. SuperFriendly shall not (i) make any use or copies of the Confidential Information except as required to provide the Services, (ii) acquire any right in or assert any lien against the Confidential Information, (iii) sell, assign, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information, or (iv) refuse for any reason to promptly return Confidential Information if so requested. Upon termination of this Agreement, SuperFriendly shall promptly return or, if so requested, destroy any Confidential Information in its possession (including all copies thereof) or in the possession of any of its employees or agents. SuperFriendly shall notify Client promptly and in writing of any circumstances of which SuperFriendly has knowledge relating to any possession, use, or knowledge of any portion of the Confidential Information by any unauthorized person. This Section shall survive termination of this Agreement.

20. **Limitation of Liability.** **We're not liable for anything more than you've paid us in the last year of working together.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR A BREACH OF SECTION 19 ("CONFIDENTIAL

INFORMATION”), SUPERFRIENDLY AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (B) FOR ANY MATTER BEYOND SUPERFRIENDLY’S REASONABLE CONTROL; OR (C) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CLIENT TO SUPERFRIENDLY FOR ANY SERVICES PERFORMED IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUPERFRIENDLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. **Trademarks. We’ll only use your trademarks with your permission, which you’ll grant unless you have a good reason not to.** SuperFriendly acknowledges that Client is the sole and exclusive owner of the trademarks, service marks, trade names and logos of [CLIENT NAME] (together, the “Marks”). SuperFriendly shall not make any use of the Marks except with Client’s prior written consent, which will not be unreasonably withheld or delayed, and that any use of the Marks by SuperFriendly and the goodwill associated with such use shall inure to Client’s benefit. SuperFriendly shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or SuperFriendly’s use of the Marks.

22. **Assignment. We won’t assign this Agreement without your consent.** SuperFriendly shall not assign this Agreement or any part hereof without Client’s prior written consent.

23. **Notices. Notices must be sent by mail or email to the address specified.** Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; (ii) one (1) day after being sent by overnight courier, charges prepaid, or (iii) upon written acknowledgment by the receiving party if notice is sent in an electronic message. And sent

If to SuperFriendly:

[SUPERFRIENDLY STREET ADDRESS]

[SUPERFRIENDLY CITY], [SUPERFRIENDLY STATE] [SUPERFRIENDLY ZIP CODE]

[SUPERFRIENDLY EMAIL ADDRESS]

If to Client:

[CLIENT ADDRESS]

[CLIENT CITY], [CLIENT STATE] [CLIENT ZIP CODE]

Attn: [CLIENT FIRST NAME] [CLIENT LAST NAME], [CLIENT TITLE]

[CLIENT EMAIL ADDRESS]



or at any other address which may be given by either party to the other in the manner provided above.

24. Compliance with Laws. **We, um, follow the law.** SuperFriendly shall perform the Services without violating applicable laws, rules, and regulations in a manner that could reasonably be expected to have a material adverse effect to Client.

25. Entire Agreement. **If we change this Agreement, it must be in writing. Everything we agreed to do is in this document and its attachments.** This Agreement may not be modified or altered except by a written instrument executed by both Parties. The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any rights. This Agreement, together with all the schedules attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and merges all prior proposals, understandings, and all other agreements, oral and written between the parties relating to such subject matter.

26. Governing Law. **This document should be interpreted using Pennsylvania law, and we will use Pennsylvania courts as the venue for any disputes. (Go Eagles!)** The terms, provisions and conditions of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania (without regard to such jurisdiction's principals of conflicts of law). Additionally, the Parties irrevocably agree to submit to the exclusive jurisdiction and venue in the federal and state courts sitting in Bucks County, Pennsylvania.

27. Headings. The headings appearing in boldface type are for convenience only and shall not affect its interpretation.

28. Severability. **If a court determines that any portion of this Agreement is unenforceable, that part will be removed and the rest of the Agreement will remain intact.** In the event that a court or other body of competent jurisdiction finds that any provision of this Agreement, or portion thereof, is invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

29. Execution in Counterparts. **If we sign separate copies of this Agreement, including electronic copies, that's still a valid contract.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties have executed this General Services Agreement as of [TODAY’S DATE].

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**For [CLIENT NAME]**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**[CLIENT FIRST NAME] [CLIENT LAST NAME]**  
[CLIENT TITLE]

[CLIENT NAME]  
[CLIENT ADDRESS]  
[CLIENT CITY], [CLIENT ST] [CLIENT ZIP]  
[CLIENT EMAIL ADDRESS]

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**For SuperFriendly**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Dan Mall**  
President

SuperFriendly  
[SUPERFRIENDLY STREET ADDRESS]  
[SUPERFRIENDLY CITY], [SUPERFRIENDLY STATE] [SUPERFRIENDLY ZIP CODE]  
[SUPERFRIENDLY EMAIL ADDRESS]

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We’re really looking forward to working with You. Thanks!