



SERVICES AGREEMENT

1.0 SCOPE OF AGREEMENT

This Services Agreement is made between Town Crier Marketing Group, Inc. (hereinafter referred to as “Town Crier”) and You, the Client (hereinafter referred to as “You”, “Your” or “Client”) for services performed by Town Crier on behalf of Client.

2.0 SCOPE OF WORK

Town Crier will provide marketing services to help Client meet strategic business goals.

1. Usage of Flex Team hours are determined by Client. Examples include, but not limited to
 - Strategy consulting
 - Content strategy
 - Messaging
 - Competitive and market research
 - Sales support
 - Develop marketing materials such as presentations, brochures, datasheets, and more
 - Develop shareable content such as blogs, infographics, case studies, and videos
 - Onsite or remote support for channel, customer, or internal training
 - Event planning and management
 - Evaluating opportunities and creating a budget
 - Reporting and analytics

If desired, Town Crier and Client may complete a separate Scope of Work as an Appendix to this Agreement.

2. Town Crier and Client will engage in regular communication via phone calls, emails, and in-person where applicable.
3. If a project is requested that requires time or third-party resources outside of the hours purchased, Town Crier will promptly inform Client, before commencement of the project, and give an estimate of the additional scope required.
4. Town Crier will submit regular reports to Client detailing usage and status updates for projects in-progress or completed. Status reports are typically submitted weekly or upon request.
5. Successful utilization of the Flex Team depends on Client participating in regular communication with Town Crier and promptly providing review and approvals of work items produced.

3.0 CHANGES

If Client wishes to obtain additional services not covered by the Scope of Work, Client shall submit a description of the additional service to Town Crier. Town Crier shall provide a cost estimate in writing for performing the additional services. The parties shall, prior to the commencement of work on any additional services, execute an amendment to this Agreement or, attach an Appendix clarifying change in scope, or agree on an alternate course of action, such as substituting content or generation of payment or a purchase order.



4.0 PRICING

Services under this Agreement shall be agreed to prior to commencement of any work items. Prices are exclusive of any and all out-of-pocket expenses. Out-of-pocket expenses incurred such as transportation expenses, travel, and the like, must first be approved in writing by Client, and upon approval and upon incurring expenses, will be invoiced separately at cost.

5.0 PAYMENT

For more timely commencement of services, some services offered by Town Crier can be ordered online via Town Crier's website.

5.1 ONLINE PAYMENT

Services ordered online via Town Crier's website shall use a service such as PayPal® or similar payment processing service. PayPal offers various ways to pay including payment from a user's PayPal account or a major credit card.

THROUGH COMPLETION OF ONLINE PAYMENT CLIENT ACKNOWLEDGES THAT CLIENT HAS REVIEWED AND AGREED TO THE TERMS OF THIS SERVICES AGREEMENT.

5.2 OFFLINE PAYMENT

For services offered for Offline Payment Town Crier shall invoice Client for the cost of services, and any out-of-pocket expenses directly incurred by Town Crier if applicable. Payment terms will be listed on the invoice. In most cases all, or a portion thereof, the total fee shall be due before the commencement of the project pertaining to the Service Agreement.

If there is a question or dispute with the invoice, within ten days of receipt the Client will provide to Town Crier written notice of Client's objection to such invoice. This notice shall set forth in reasonable detail the reasons for Client's objection to the nature or amount of the invoice. If no notification of dispute is received within ten days, Town Crier will consider the invoice in good order and expect full payment by the date specified on the invoice. In the event that Town Crier brings a successful collection action against Client for any outstanding payment, Client shall be responsible for all associated fees and expenses, including attorneys' fees and collection agency commissions or percentages, as well as interest at 1.5% per month. Invoices in dispute, where Client has timely notified Town Crier of the dispute, will not accrue interest until the dispute is resolved. Invoices not in dispute outstanding beyond sixty (60) days from the issue date are subject to interest at 1.5% per month.

6.0 INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY

Town Crier warrants that the services provided for Client under this Agreement will not infringe any copyrights, trademarks, patents, trade secrets or other intellectual property rights, privacy or similar rights of any person or entity, provided that Client has not breached its warranty as set forth below.

Client warrants that all data and information provided to Town Crier for purposes of performing this Agreement, including but not limited to confidential and proprietary information, shall not infringe any copyrights, trademarks, patents, trade secrets or other intellectual property rights, privacy or similar rights of any person or entity, and that no such claims are threatened, asserted or pending. Each party shall indemnify and hold harmless the other and its directors, officers, partners, employees, representatives, agents, affiliates and the like from any and all loss or liability for any and all third-party claims, causes of action, suits, proceedings, losses, damages, demands, fees, expenses, fines, penalties, and costs (including, without limitation, reasonable attorneys' fees, costs, and disbursements) arising from breach of the warranty provided hereunder.



7.0. COPYRIGHT AND OTHER RIGHTS

The results of the Services provided hereunder and resulting work product, including without limitation reports and documents written by or for Client in connection with a Project, shall be upon full payment (including expenses) the sole property of Client. The foregoing notwithstanding, Town Crier shall retain all right, title and interest in and to all or any materials relating to the process, methods, or approaches developed by Town Crier whether from the services performed under this agreement or prepared and/or used on other projects.

8.0. LIMITATION OF LIABILITY/DISCLAIMER

In no event shall either party be liable to the other or any third-party for any indirect, incidental, special, or consequential damages arising out of this Agreement, including but not limited to damages for lost profits, lost savings, or lost data, even if such party has been advised of the possibility of any such damages. In no event shall either party be liable for amounts greater than any fees or compensation paid by Client under this agreement. This limitation does not apply to claims which are the subject of an indemnification under this Agreement.

9.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

If Town Crier and Client have completed a separate Non-Disclosure Agreement (NDA) then the terms of that NDA shall govern this Services Agreement. Otherwise, the confidentiality agreement stated in the following paragraph shall govern this Services Agreement.

Town Crier agrees, during the term of this Agreement, not to disclose or use, other than for purposes of performing under this Agreement and with Client's prior written consent, any of Client's confidential or proprietary information that has been identified as such by Client. This obligation shall not apply to information already in Town Crier's possession not subject to this Agreement, information which becomes part of the public domain, information provided to Town Crier by a third party who is not subject to a confidentiality restriction, and information which is disclosed in response to a valid judicial or governmental request. Client's confidential and proprietary information shall be returned upon request, provided that Client has satisfied all outstanding payment obligations.

10.0 TERMINATION

Either party may at any time terminate this Agreement by providing the other party thirty- (30) days' prior written notice of intention to terminate ("Notice Period"). Termination shall be effective at the end of the Notice Period. Town Crier will provide services during this Notice Period and Client will be responsible for payment, in accordance with article 5 of this Agreement, of the price and all expenses incurred during the Notice Period.

11.0 ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to contracting for Town Crier's services. There are no promises, covenants, or undertakings other than those expressly set forth herein. This Agreement may not be modified, unless agreed to in writing by authorized representatives of Town Crier and Client.

12.0 ITEMS TO BE FURNISHED BY CLIENT

Client understands and agrees that performance of this Agreement by Town Crier is contingent upon Client's furnishing of the materials, information, spokespeople or services scheduled as part of the marketing plan, if applicable.



13.0 GOVERNING LAW

This Agreement shall be governed by the laws of Texas, without regard for its conflicts of laws and principles. The parties' consent to venue in and to the exclusive jurisdiction of the state and federal courts of Texas for any dispute arising out of this Agreement.

14.0 NOTICE

Any notice required to be provided under this Agreement shall be sent via email (with acknowledgement) or U.S. mail.

Sending a notice via email requires intended recipient to respond within 72 hours of acknowledgement of receipt. For Town Crier, address email to tracy@towncriergroup.com.

Otherwise notice must be sent certified U.S. mail, return receipt requested or by commercial overnight courier, at the address set forth below. Notice shall be deemed given two business days after depositing the notice in the U.S. mail or the day after delivery to a commercial overnight courier. Either party may change its address for notice purposes by providing written notice in accordance with this paragraph.

For Town Crier

Tracy Venters

Principal

Town Crier Marketing Group

6009 W. Parker Rd, Ste. 149-183

Plano, TX 75093

15.0 INDEPENDENT CONTRACTOR

Town Crier, in rendering services under this Agreement, is acting and shall act solely as an independent contractor and not as the agent of Client.

16.0 NO ASSIGNMENT

This Agreement shall not be assigned or transferred by either party without prior written consent of the other party, except in the event of a merger, acquisition, or other change in control transaction in which the party's business will be substantially continued.

17.0 ACCEPTANCE

THROUGH COMPLETION OF ONLINE PAYMENT CLIENT ACKNOWLEDGES THAT CLIENT HAS REVIEWED AND AGREED TO THE TERMS OF THIS SERVICES AGREEMENT.