

WORDPRESS SUPPORT SERVICE AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT

Update: August 15, 2018

By submitting the service request form, you acknowledge that you have read and understand the terms and conditions of this agreement and that you agree to be legally responsible for each and every term and condition. See Section 16 below for further information.

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

- a. "Services" means any and all services specified in the Statement of Work (as defined below).
- b. "Deliverables" means any tangible property, including software media, delivered to Client under this Service Contract, as specified in the Statement of Work.
- c. "Project" means the combination of Services and Deliverables to be provided under this Agreement.
- d. "Contractor" refers to Robert Partridge and/or his designated representatives.
- e. "Client" refers to the person / entity who has requested the work to be performed.

2. STATEMENT OF WORK

Contractor shall perform and deliver the Project as set forth in the Statement of Work issued against and subject to the terms and conditions of this Agreement.

The work which Contractor shall perform shall be specified in the Statement of Work - which will be written under the terms and conditions of this Agreement. The Statement of Work shall specify: (i) description of Services and Deliverables, (ii) schedule for Deliverables, and (iii) price and payment schedule.

The completed Statement of Work will be added to a newly created ticket in Contractor's helpdesk ticketing system - the specifics of the Statement used to create the ticket.

3. TERM OF AGREEMENT

The term of this Agreement shall commence after as agreed upon in the Statement of Work addendum and shall continue thereafter until Project completion, termination in writing by one of the parties, or as provided in Section 11 below.

4. PAYMENT TERMS

a. PRICE. Projects will be performed on a firm fixed price basis or a time and materials basis, as indicated in the applicable Statement of Work. Any additional or unscheduled Services or Deliverables to be provided by Contractor outside of the Statement of Work must be mutually agreed upon in writing signed by both parties hereto referencing this Agreement. Such adjustments in Deliverables will necessitate adjustments in price.

b. TAXES. Clients located within the Commonwealth of Pennsylvania are charged sales taxes based upon their location within the Commonwealth - 8% in Philadelphia, 7% in Allegheny County, 6% for the remainder of the Commonwealth. For all other Clients, the Project Price does not include any taxes, tariffs, or any similar charges imposed upon or related to the Services or Deliverables or their delivery or use. These charges are solely the responsibility of the Client.

c. PAYMENT SCHEDULE. Client will receive invoices based upon the billing/payment schedule contained in the applicable Statement of Work. Invoices will contain a description of the Services or Deliverables provided. Invoices are due and payable within five (5) days of Contractor's invoice date.

d. LATE PAYMENT. If any invoice is not paid when due, Contractor may require late payment fees of \$20 per day. For invoices not paid within fifteen (15) days of Contractor's invoice date, Contractor may, at his discretion and where applicable, take actions to compel payment from Client - including but not limited to reverting Client websites back to their initial pre-service conditions or deactivating Client websites until such time that final payments have been made.

5. DELIVERABLES

Except for commercial off-the-shelf type products where the license for such products is contained in the applicable Statement of Work, Client shall have exclusive unlimited ownership rights to all deliverables developed under this Agreement. All of the foregoing shall be deemed to be work made for hire, except as hereafter specified, and belong to Client, with Client having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. Client

acknowledges that Contractor uses, or may develop hereunder, methods, concepts, code sequences, format, sequence structure, organization, menu command hierarchy, templates, masks, user interface, techniques, program organization, database structuring techniques, and the like (Contractor proprietary items) that are proprietary to Contractor. It is agreed that these Contractor proprietary items shall remain the sole and exclusive property of Contractor. Contractor grants Client a perpetual, non-exclusive, paid-up license to use Contractor proprietary items.

6. ACCEPTANCE

The Deliverables, if any, shall be deemed accepted by Client upon completion of the following acceptance test:

- a. Immediately upon receipt of said Deliverables, Client shall promptly perform testing of the Deliverables to confirm that the Deliverables perform in accordance with the documentation or other standards applicable thereto as set forth in the Statement of Work.
- b. Client shall either promptly provide Contractor with written acceptance of the Deliverables, or deliver to Contractor a detailed written statement of nonconformities to be corrected prior to Client's acceptance of the Deliverables. Unless otherwise agreed to in writing by the parties, Contractor will redeliver corrected Deliverables to Client within a reasonable amount of time after receipt of such statement of nonconformities.
- c. Following redelivery of corrected Deliverables, a new acceptance test shall be immediately commenced by Client. Any such written statement of nonconformities shall provide sufficient detail to enable Contractor to remedy the failure to conform to the Completion Criteria. If Client fails to provide a written acceptance or a written statement of nonconformities within five (5) days of initial receipt of said Deliverables or such other mutually acceptable period as defined in the applicable Statement of Work, or within five (5) days of re-delivery of said corrected Deliverables or such other mutually acceptable period, the Deliverables shall be deemed immediately accepted by Client.

7. WARRANTIES AND REMEDIES

- a. Contractor warrants deliverable functionality substantially as defined in the Statement of Work for a period of thirty (90) days following final delivery.
- b. Contractor warrants that with respect to any Deliverable assigned by Contractor to Client that Contractor has the right to transfer title to Client.
- c. Contractor further warrants that to its knowledge the Deliverables do not infringe any intellectual property right held by a third party.

d. Client's sole and exclusive remedy and Contractor's only obligation for breach of the warranty hereunder will be, at Contractor's option, to correct any material errors in provision of Services or to replace or repair Deliverables which do not conform to the warranty. In order for Client to exercise this remedy, Client must give Contractor notice of such nonconformity within the warranty period, and Contractor must determine that any nonconformity did not arise due to any cause specified below. Contractor shall be given free and full access to deliverables to make corrections. If this remedy is adjudged to have failed of its essential purpose, Contractor's total liability will be to refund the price paid to Contractor by Client for the nonconforming Deliverables.

The remedy provided by Contractor for breach of warranty does not include the following, which may be provided, at Contractor's sole option, at Contractor's then-current time and materials rates:

- i. Repair of damage caused by events beyond Contractor's reasonable control.
- ii. Repair of damage caused through Client's negligence or through alterations or changes made by Client.

e. Except for the warranties stated in this Section, Contractor DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND DELIVERABLES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST NON-INFRINGEMENT. Contractor expressly does not warrant that the operation of Deliverables which are software shall be uninterrupted or error-free; or that Deliverables will operate on any system, or with any software, other than the system with which the Contractor tested such Deliverables. Contractor does not warrant any third-party software development tools. Contractor specifically does not warrant the accuracy of any technical or subject matter content of the software that is based upon information or direction provided by Client.

8. LIMITATION OF LIABILITY

a. The total liability of Contractor to Client from any cause whatsoever, will be limited to the lesser of Client's actual damages or the Project price paid to Contractor for those Services and Deliverables in a Project that are the subject of Client's claim. In no event will either party be liable for SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including but not limited to loss of profits, revenues, data or power, damage to or loss of the use of products, damage to property, claims of third parties, including personal injury or death, suffered as a result of provision of Services or use of Deliverables.

b. Time for Claims. All claims against Contractor must be brought within one hundred and eighty (180) days after the cause of action arises and Client waives any statute of limitations which might apply by operation of law or otherwise.

9. INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, Client agrees to indemnify and hold harmless Contractor, and its respective 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 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.

10. FORCE MAJEURE

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

11. TERMINATION

Termination of Project. Client reserves the right to terminate a Project in whole or in part, upon written five (5) days notice to Contractor. In the event the Project is terminated by Client prior to completion, Contractor shall use its best efforts to conclude or transfer the Project, as directed by Client, as expeditiously as possible. Contractor shall not undertake further work, incur additional expenses, or enter into further commitments with regard to the Project after receiving such notice of termination from Client, except as mutually agreed upon by the parties. In the event of termination of a Project as described above, Contractor shall be entitled to compensation as follows:

a. All payments due and owing under this Agreement at the time of Contractor's receipt of the written notice of termination for work completed and in progress;

b. Reimbursement for any non-cancelable services and commitments entered into by Contractor, in connection with the Project being terminated, provided Contractor provides Client with documentation of completion of work or expenses incurred.

Termination of the Project shall not affect either party's obligations in connection with any other ongoing Projects and the rights and obligations of all non-terminating parties to the Agreement shall remain in full force and effect.

Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within five (5) days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately. The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default.

12. DELAY OR SUSPENSION OF WORK

If Client's acts or failure to act causes Contractor to delay or suspend performance of Services, Contractor and Client will mutually agree that Contractor will use reasonable efforts to continue performance as practicable under the circumstances and Client will continue to make all scheduled payments.

Notwithstanding the above, Contractor shall have the right to invoice Client for any work performed to date of suspension.

13. CONFIDENTIALITY

Contractor and Client acknowledge that during the course of the performance of a Project, information of a confidential nature may be disclosed between the parties. Such information, excluding the Deliverables and any other information incident to the Deliverables that a party could reasonably be expected to be provided to the other party as contemplated hereunder, shall be considered confidential information ("Confidential Information"). Neither party has the right to disclose the Confidential Information of the other, in whole or in part, to any third party, and neither party will make use of the Confidential Information of the other for its own or a third party's benefit or in any way use such Confidential Information other than for the purposes of performance of this Agreement without the prior written consent of the disclosing party. Each party agrees to take all steps reasonable to protect the other's Confidential Information from unauthorized use and/or disclosure. The parties agree not to copy in whole or in part, any Confidential Information nor modify the same in any way without prior written consent from the other party. Neither party will be liable to the other

for the disclosure of Confidential Information if, as shown by clear and convincing evidence, the Confidential Information: (a) is generally known to the public at the time of disclosure by the disclosing party; or (b) becomes generally known to the public through no fault of the receiving party; or (c) was lawfully in the possession of the receiving party prior to signing this Agreement; or (d) is subject to applicable United States laws or a valid court order requiring disclosure of such Confidential Information.

In any judicial proceeding, it will be presumed that the Confidential Information in question constitutes protectable trade secrets of the disclosing party, and the receiving party shall bear the burden of proving that the Confidential Information was publicly or rightfully known or disclosed.

14. PUBLICITY

Contractor may use Client's name or mark and identify Client as a client of Contractor, on Contractor's website and/or marketing materials. Contractor may issue a press release, containing Client's name, related to any award under this Agreement. Neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as established in this section, without such other party's written approval. Any approval required under this Section shall not be unreasonably withheld or delayed by either party.

15. SUBCONTRACTING

Contractor may, at its option, subcontract work under a Statement of Work but Contractor's use of subcontractors shall not affect its responsibilities under the applicable Statement of Work. Moreover, Contractor shall be fully responsible for work done by its subcontractors within the scope of the applicable Statement of Work as it is for work done by its own employees. Contractor shall have written agreement(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this Agreement regarding ownership rights and confidentiality of Client's materials.

16. GENERAL TERMS

a. This Service Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

b. NOTICES. All notices, requests, demands, or other communications to be given by either party required or permitted by the terms of this Agreement will be given via email to

Contractor at robert@robertpartridge.com or via Contractor's help desk ticketing system and to Client via the email address provided when service was requested.

c. SEVERABILITY AND ASSIGNMENT. The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect in any way the remainder of the provisions herein. This Agreement may not be assigned by Client without Contractor's consent.

d. ENTIRE AGREEMENT. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Contractor and Client and supersedes all prior and contemporary agreements, oral or written.

e. ELECTRONIC SIGNATURE. In order to submit the online Service Request Form, Client must check the box labeled "I acknowledge that I have read and agree to the Service Agreement." By clicking the this box and clicking the "Request Service" button you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement and consent to be legally bound by this Agreement's terms and conditions.