

## Service Agreement

This Service Agreement (the "Agreement") sets forth terms under which Spectrum Interactive Group ("Company") shall provide services to Community WISP, (the "Client"). This Agreement is effective as of this 31 day of August, 2018.

**1.0 Services.** The Company is serving as an independent contractor in providing the services described in section 2.0 below. Under this Agreement, the Company is neither an employee nor a partner of the Client, and shall perform the consulting, software, development, marketing and related services for Client pursuant to proposals and/or written specifications agreed to by Client and Company on a "Work for Hire Basis."

**2.0 Scope of Services.** The Company is to provide the Client with the following services (the "Services"):

- Fully functional website
- Google Analytics and Tag Manger Installed
- Google Search Console Setup
- Local and On-page Search Optimization
- Additional items outlined in the signed Scope and Agreement Document

For a total project cost of: \$2,175.00.

### **3.0 Terms of Payment.**

#### ***3.1 Billing Schedule.***

***3.1.1 Web Development:*** The Company will invoice the Client on the first day of the project for \$725.00 as a down payment. Following the Client's acceptance of the design/look-and-feel, the Company will invoice the Client \$725.00. At the time of launch, the Company will invoice the Client the balance of the total project budget which will be \$725.00.

***3.2 Client Agreement to Pay.*** Every invoice, not in dispute, will have 30-day payment terms. In addition, the Company reserves the right to stop work until payment is received. Invoices, not in dispute, that remain unpaid for 90 days will incur a \$100 rebilling fee and a 15% late fee. Invoices, not in dispute, that remain unpaid for 120 days will incur a \$100 rebilling fee and a 30% late fee.

***3.3 Collection Costs.*** In the event the Company incurs legal fees, costs and disbursements in an effort to collect invoices, not in dispute, in addition to interest on the unpaid balance, the Client agrees to reimburse the Company for these expenses.

**3.4 Charge Backs.** By signing this agreement, the Client is waiving the right to pursue any charge backs for credit card fees processed by the Company.

**4.0 Fees.** In consideration of the Services performed by the Company and/or the Company's partners' standard warranties and representations as set forth in these terms and conditions, Client shall pay the Company's fees or project cost as specified in this Agreement. In addition, Client agrees to pay any reasonable accepted upon out-of-pocket expenses incurred by the Company in performance of the Services. Client must approve all out of pocket expenses in advance and in writing. Company shall submit invoices to Client for services as specified in this proposal. Such invoices shall include any reimbursable expenses. The invoice shall be due according to the time specified above in section 3.0.

**5.0 Confidentiality.** The Company and Client agree that any and all information identified by the other as "Confidential" and/or "Proprietary", or which a reasonable third party would recognize as Confidential or Proprietary, will not be disclosed to any third person without the express written consent of the other party.

**5.1 "Confidential Information"** means, without limitation, all nonpublic scientific, technical, business, financial, and other information and trade secrets of the Client or of any partner, collaborator, advisor, other consultant, or any other third party with whom The Client has a business relationship, disclosed to the Company in connection with the provision of Services to The Client.

**5.2 Exclusions.** Notwithstanding the foregoing, the Parties acknowledge that Confidential Information does not include or apply to information that Company can establish by competent written evidence: (a) is or becomes generally available to the public or otherwise a part of the public domain, other than through any act or omission by the Company in breach of this Agreement; (b) was known to the Company, prior to receipt from the Client and other than under an obligation of confidentiality to a third party; (c) was independently conceived, discovered, or developed by the Company without reference to any Confidential Information; (d) is received legally without restriction on disclosure from a third party who has the lawful right to make such disclosure; (e) is approved for release by written authorization of the Client; or (f) is required to be disclosed in order to comply with a judicial order or decree or with any law or regulation of any governmental authority; provided, however, if disclosure of such Confidential Information is required to prevent Company from being held in contempt or subject to other penalty, to furnish only such portion of the Confidential Information as, in the written opinion of legal counsel satisfactory to Company, is necessary to avoid being held in contempt or becoming subject to other penalty.

**5.3 Acknowledgement.** The Company acknowledges that, in order to properly carry out the obligations hereunder, the Company must be granted access to Confidential Information. The Company further acknowledges that the Confidential Information is confidential and proprietary, either to the Client or to a third party. In consideration of being granted access to the Confidential Information, the Company agrees to the confidentiality provisions contained in this Agreement.

**5.4 Obligation of Confidentiality.** The Company will hold in strict confidence and not publish or disclose to any third party any Confidential Information without the prior written consent of the Client. The Company will use the same degree of care (and in any event not less than

reasonable care) to safeguard the confidentiality of the Confidential Information that it uses to protect its own secret information of a similar nature.

**5.5 Use of Confidential Information.** The Company will use the Confidential Information only for the purpose of providing the Services hereunder.

**5.6 Return of Confidential Information.** All Confidential Information received by the Company, and all copies thereof, will be returned by the Company to the Client upon the earlier of a request for return by the Client or the termination or expiration of this Agreement.

**5.7 Confidentiality Term.** The Company's obligations of confidentiality under this Agreement will continue for five (5) years from the date of termination or expiration of this Agreement, except that obligations of confidentiality and non-use with respect to Confidential Information that the Client has identified as constituting trade secrets will continue for as long as such Confidential Information is eligible for trade secret protection under applicable law.

**6.0 Term; Termination.** This Agreement shall commence on August 31, 2018 and remain in effect until the Services are completed. This Agreement may be extended by mutual written consent of both parties. If either party seeks to terminate this Agreement, the terminating party must provide 30 days' written notice to the other party.

**7.0 Ownership and Intellectual Property.** The Company will be performing a "work for hire" service under the Copyright Act. All screens, graphics, domain names, content, source code, and programming shall be owned by The Client. Prior inventions, intellectual property and work performed for other clients by the Company prior to this engagement are excluded.

**8.0 Mutual Non-Compete.** During, and for six (6) months after termination of this agreement, the Company and the Client agree not to: (i) divert, take away or solicit any of each parties' actual or potential customers that have been introduced or made known to either party by the other party or (ii) solicit, employ or attempt to employ, any of either parties' personnel, vendors, and/or contractors or (iii) compete with the other party's business. The term "not compete" as used herein shall mean that either party shall not own, manage, or operate a business substantially similar to or competitive with the present business of either party.

**9.0 Notice.** All notices required or permitted under this Agreement will be provided in writing and delivered to both parties.

**10.0 Governing Law.** The laws of the State of Colorado govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance, and enforcement.

**11.0 Assignment; Delegation.** The Client may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the Company. Any purported assignment of rights or delegation of performance in violation of this section is void.

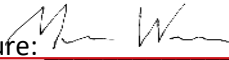
**12.0 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.

Each party is signing this Agreement on the date stated opposite that party's signature.

**Signature for Community WISP**

Signature: Robert Zakarian  
signed on 8/31/18, 12:40:53 PM MDT  
Name: Robert Zakarian  
Date: 8/31/2018

**Signature for Spectrum Interactive Group**

Signature:   
signed on 8/31/18, 11:57:07 AM MDT  
Name: Michael Wailes  
Date: 8/31/2018

# Signatures' technical details

## Signatures

**michaelw@specintgroup.com**

8/31/18, 11:57:07 AM MDT

**Fingerprint**

a92534e826814d5ac1e603003cc7ba1e8113a171

**rzakarian@communitywisp.com**

8/31/18, 12:40:53 PM MDT

**Fingerprint**

e815ee5adf9dd4a6b13229345fe6849bfd88ed15

## Event log

208.68.49.77	8/31/18, 11:54:52 AM MDT Signing request created.
System	8/31/18, 11:54:54 AM MDT Notification sent to michaelw@specintgroup.com.
System	8/31/18, 11:56:23 AM MDT Signing page opened by signee michaelw@specintgroup.com.
208.68.49.77	8/31/18, 11:57:07 AM MDT Signee michaelw@specintgroup.com signed document.
System	8/31/18, 11:57:09 AM MDT Notification sent to rzakarian@communitywisp.com.
System	8/31/18, 12:34:25 PM MDT Signing page opened by signee rzakarian@communitywisp.com.
System	8/31/18, 12:34:45 PM MDT Signing page opened by signee rzakarian@communitywisp.com.
71.184.65.133	8/31/18, 12:40:53 PM MDT Signee rzakarian@communitywisp.com signed document.
System	8/31/18, 12:40:56 PM MDT Signing process completed.

## Summary

**Envelope's ID:** 3kee3i3l

**Document's hash:** 7bf937c10763c0607560e05c48ccc155e7d0e228e86417b6bfd7fa7d0c73ab89

**Final stamp:** 8/31/18, 12:40:58 PM MDT

## Service Agreement

This Service Agreement (the "Agreement") sets forth terms under which Spectrum Interactive Group ("Company") shall provide services to CommunityWBS ("Client"). This Agreement is effective as of this 3<sup>rd</sup> day of August, 2018.

**1.0 Services.** The Company is entering an independent contractor relationship with the services described in section 2.0 below. Under this Agreement, the Company is neither an employee nor partner of the Client, and shall perform the consulting, software, development, marketing and related services for Client pursuant to proposals and/or written specifications agreed to by Client and to those on a "Work for Hire" basis.

**2.0 Scope of Services.** The Company is to provide the Client with the following services (the "Services"):

- Full website audit
- Google Analytics and Tag Manager installed
- Google Search Console Setup
- Local SEO On page Search Optimization
- All SEO activities outlined in the signed Scope of Services Agreement Document

The total project cost is \$2,175.00.

### 3.0 Terms of Payment.

#### 3.1 Billing Schedule.

**3.1.1 Web Development.** The Company will invoice the Client on the first day of the project for \$725.00 as a down payment, following the Client's acceptance of the design/look-and-feel, the Company will invoice the Client \$725.00. At the time of launch, the Company will invoice the Client the balance of the total project budget which will be \$725.00.

**3.2 Client Agreement to Pay.** Invoices, and in dispute, will have 15-day payment terms. In addition, the Company reserves the right to suspend work until payment is received. Invoices not in dispute, that remain unpaid for 60 days will incur a \$100 rebill/late fee and a 5% late fee. Invoices not in dispute, that remain unpaid for 120 days will incur a \$100 rebill/late fee and a 30% late fee.

**3.3 Collection Costs.** In the event the Company incurs legal fees, costs and disbursements in an effort to collect monies not in dispute, in addition to interest on amounts not paid, the Client agrees to reimburse the Company for these expenses.

Verification QR Code



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