



TERMS OF SERVICE

Your signature on any Scope and Estimate constitutes your agreement to all terms below. Please read these terms carefully, and keep a copy of them for your reference.

Section 1 – Scope of Work

Agency shall render services to Company per approved Scopes & Estimate(s). Agency shall perform all work using duly qualified personnel.

Section 2 – Compensation and Payment

Unless otherwise indicated in a separate Scope & Estimate, Agency will invoice Company for work based on the type of work. For Projects, half of the project fee is due at signing and the other half is due upon completion of the project and is due within 30 days of receipt of invoice. All others are billed by the 5th of each month and due within 30 days.

Section 3 – Expenses

Company agrees to reimburse Agency for pre-approved, reasonable travel, materials and expenses incurred in direct relation to agency's rendering of services.

Section 4 – Term

This agreement will be in active when there is a signed Scope & Estimate(s), Terminating one Scope & Estimates does not terminate any other Scope and Estimate unless explicitly stated.

Section 5 – Authorship and Intellectual Property

5.1 Except as provided in Section 5.2 below, all original works of authorship created hereunder (collectively, the "Client Data") shall, from the inception of its creation, be considered "works-made-for-hire" for Company within the meaning of the Copyright Act of 1976 (Title 17, U.S.C.) and Company will own the copyright and all other rights in and to the work, including, without limitation, the exclusive right to use the Client Data for any purpose and in any medium, now known or devised in perpetuity and throughout the universe. If it is determined that any portion of the Client Data does not so qualify, then such Client Data, together with all rights in it, shall be deemed transferred to Company. All such Client Data shall, from the inception of their creation, be entirely the property of Company, in perpetuity, or any persons deriving any rights or interests therefrom. Company shall have the right to make any changes to the Client Data, and to combine the Client data with other data, as Company desires, in its sole discretion.

5.2 Notwithstanding Section 5.1, above, Company acknowledges that as part of performing services, Agency personnel may utilize proprietary software, methodologies, tools, specifications, writings, drawings, sketches, models, samples, records, documentation, works of authorship or creative works, ideas, knowledge or data which has been originated or developed by the personnel of Agency or its affiliates or by third parties under contract to Agency to develop same, or which has been purchased by, or licensed



to, the Agency (collectively, "Agency Proprietary Intellectual Property"). Company agrees that Agency Proprietary Intellectual Property is the sole property of Agency (or its licensor) and that Agency (or its licensor) will at all times retain sole and exclusive title to and ownership thereof.

Section 6 – Independent Consultant

Agency acknowledges that it has and shall have a status independent of Company and nothing herein contained shall contemplate or constitute Agency as Company's agent or employee. Agency hereby acknowledges that it has no authority to bind Company in any manner. Company shall not be responsible for providing workers' compensation insurance for Agency. Furthermore, Company shall not withhold in respect of any state or federal income taxes on account of compensation paid to Agency. Agency shall make all arrangements necessary for timely payment of all the foregoing on his own account.

Notwithstanding the foregoing, Company shall not, for a period of two (2) years following the termination of Company's relationship with Agency, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit, contact or attempt to persuade any employee of Agency to alter such customer's or prospective customer's relationship with the Company or to engage in employment or a contractor relationship with the Company or any company competitive with the Agency to perform services which can be performed by Agency in the ordinary course of its business. Company agrees that this limitation on its ability to solicit the Agency's employees is reasonably necessary to protect the Agency's legitimate business interests.

Section 7 – Confidential Information

(a) Company Information. Agency agrees at all times during the term of its consultancy and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, and not to disclose to any person or entity without written authorization from the Company, any Confidential Information of the Company. Agency understands that "Confidential Information" means any Company proprietary or confidential information, technical data, trade secrets or know-how, including, but not limited to, research, business and product plans, products, product specifications and documentation, services, customer lists and customers (including, but not limited to, customers of the Company on whom Agency calls or becomes acquainted during the term the engagement hereunder), markets, software code, developments, inventions, processes, formulas, configurations, tooling, schematics, circuits, mask works, layouts, technology, designs, drawings, engineering, marketing, distribution and sales methods and systems, sales and profit figures, finances and other business information disclosed to Agency by the Company, either directly or indirectly in writing, orally or by drawings or inspection of documents or other tangible property. In addition, "Confidential Information" shall include any information received in the capacity as an independent consultant working on behalf of the Company that is received by the Agency from a third party subject to a Confidentiality Agreement to which the Company is a party. Company acknowledges that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of Agency. Agency agrees that Confidential Information (including all intellectual property rights therein) is the Company's exclusive property and shall not be copied or removed from Company's premises except for Company business with prior approval from Company. At



the end of Agency's engagement with the Company, Agency shall return all originals and copies of any Confidential Information to the Company.

(b) Former Client / Employer Information. Agency agrees that it will not, during the Term or at any time in engagements with Company, improperly use or disclose any proprietary business information or trade secrets of any former client, employer, person or other third party with whom Agency has an obligation or duty to keep such information or secrets confidential, if any, and that Agency shall not bring onto the premises of the Company any unpublished document or proprietary business information belonging to any such client, employer, person or other third party unless consented to in writing by the party to which the obligation is owed.

(c) Third Party Information. Agency acknowledges that the Company has received, and in the future, will receive, from third parties their confidential or proprietary business information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Agency agrees to hold all such confidential or proprietary business information in the strictest confidence and not to disclose it to any person or entity or to use it except as necessary in carrying out its work for the Company, consistent with the Company's Confidentiality Agreement with such third party. Agency shall not disclose to the Company, use in the Company's business, or cause the company to use, any information or material which is confidential to others and which the Company has not been authorized to use. Specifically, Agency certifies that it has not disclosed to the Company any confidential or proprietary information belonging to prior clients, employers or other third parties and shall not disclose the same to the Company at any time, such confidential or proprietary information.

(d) Company agrees to be bound to the same level of confidentiality as described in Section 7(a), (b) and (c) with regards to any information received by Company from Agency.

Section 8 – Representations & Warranties / Indemnification

Each Party (the "Indemnifying Party"), at its sole expense, will defend, indemnify and hold the other Party harmless from and against any and all claims, damages, fines, judgments, settlements, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorney fees) resulting from any third party claim, suit, action, or proceeding ("Claim") against the other Party (the "Indemnified Party"), whether successful or not, resulting from or arising in connection with any grossly negligent act or willful misconduct by the Indemnifying Party or an authorized party acting on its behalf. The Indemnifying Party's indemnification obligations under this Section 8 are conditioned upon the Indemnified Party: (a) giving prompt notice of the Claim to the Indemnifying Party once the Indemnified Party becomes aware of the Claim; (b) granting sole control of the defense and settlement of the Claim to the Indemnifying Party (except that the Indemnified Party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of or result in any ongoing liability to the Indemnified Party); and (c) providing reasonable cooperation to the Indemnifying Party and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the Claim.



Section 9 – Notice

Any written notice will be deemed sufficiently served when sent via electronic mail, deposited in the United States mail or overnight carrier in a sealed envelope with sufficient postage affixed, registered or certified, with return receipt requested and addressed to:

Deveney Communication
Attention: Accounting
1582 Magazine Street
New Orleans, LA 70130

Section 10 – Entire Agreement / Amendments

These terms along with a Scope & Estimate constitutes the entire understanding between the parties, and may not be altered or amended in any manner except by writing signed by the parties which shall include duly executed Scopes & Estimates.

Section 11 – Waiver / Assignment

No waiver of any breach of these terms or failure to insist upon the strict performance of any of the terms, shall constitute any waiver of any subsequent breach or waiver of either parties' rights to later insist upon the strict performance of that or any other terms. These terms shall be binding upon and shall inure to the benefit of the parties, their successors, legal representatives and assigns.

Section 12 – Definitions

Retainer – This is the amount of money needed to start certain contracts and is listed in the Scope & Estimate terms.

Flat Fee Billing – This type of billing takes the total cost of all approved Scopes and Estimates and divides it by the number of month in the contract. This amount is billed monthly for the length of the contract.

Section 13 – Governing Law

These terms along with the Scopes & Estimate(s) shall be construed and interpreted under the substantive laws of the State of Louisiana, without regard to the choice of law provisions of any jurisdiction. These terms along with the Scopes & Estimate(s) shall be enforced in the state courts of the State of Louisiana and the federal courts of the United States sitting in Louisiana. This document contains the entire understanding, and each party acknowledges and agrees that there are no representations, warranties or other agreements than as set forth herein. The prevailing party in any dispute arising herein shall be entitled to recover reasonable attorneys' fees and costs incurred in addition to its actual damages and other relief.