XYNERGY, INC.
General Services Contract

This Agreement ("Agreement") is made on _____, 2018, by Xynergy, Inc (Contractor), _____ (Client).

1. **IDENTITY OF THE CONTRACTOR**
   Xynergy, Inc. (hereinafter the "Contractor" or "Xynergy") is a New Mexico Corporation with offices at 535 Cerrillos Road, Suite A2, Santa Fe, New Mexico, 87501 and 315 Alameda Blvd NE, Albuquerque NM 87113.

   IDENTITY OF CLIENT
   _____ hereinafter the "Client" is a company/individual with mailing address at
   _____

2. **CONTRACTED SERVICES**
   The Contractor agrees to do website design, online marketing, print and/or software programming work for the Client as requested verbally or in writing by the client. If work to be completed is documented in a Memorandum of Engagement contract ("MOE"), the Client has completely read over the MOE, understands and agrees to the terms and costs set forth in the MOE.

3. **HOURLY FEES**
   The Contractor's hourly fees are as follows. This fee structure may change (prospectively) with 60 days written notice from the Contractor.

$85/hour	Graphical Interface Design HTML programming and website productions Content Integration/Image Integration Website Updates/Addition of Pages/Changes to Content Copywriting/Editing
$95/hour	Project Management, Print design, Flash Animation, 3-D Rendering, Online Marketing & Consulting
$130/hour	Database development, editor development, interactive programming (e.g. php, perl, javascript, SQL, etc.)

   If the Client signs a MOE for a fixed Monthly Maintenance or Online Marketing Retainer, then all hourly fees will be discounted to the following for the term of that MOE:

$75/hour	Graphical Interface Design HTML programming and website productions Content Integration/Image Integration Website Updates/Addition of Pages/Changes to Content Copywriting/Editing
$90/hour	Project Management, Print, Flash Animation, 3-D Rendering Online Marketing & Consulting
$100/hour	Database development, editor development, interactive programming (e.g. php, asp, javascript, SQL, etc.)

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4. **PAYMENT TERMS & TAXES**

New Projects

Retainer Fees & Scheduled Payments
All retainer fees are non-refundable. Payment installments during the course of any contracted project are due in accordance with the Memorandum of Engagement. In order for a website or programming project to be "Made Live", the final total amount due at "Delivery" must be received.

By making final payment upon "Delivery" for the completed project, the Client agrees that they have done a full review of the site and site functionality and is satisfied that all design and software development is complete to the Clients requirements per the contract. Any modifications to the design or software after "Delivery" and payment in full will be considered additional hourly work outside the scope of the original MOE or scope and billed accordingly.

Current Projects/Project Continuances/Maintenance Agreements

Invoices
All Service Charges and other fees will be due in U.S. dollars within fifteen (15) days of the date of invoice. A late fee of five percent (5%) per month may be assessed on any amount that is overdue by fifteen (15) days. If payment is returned to Xynergy Inc with insufficient funds, the Customer is considered to not to have paid and subject to a returned check charge of $75.

Collections and Disconnection of Services.   Xynergy Inc. reserves the right to send customer to a national collections agency if any invoice has not been paid for more than 90 days. Xynergy Inc. reserves the right to add a 75% administration fee on top of any amount sent to collections agency. Xynergy inc. will request the Collections Agency to post the collections to the customer's credit report.

In addition, all Customer Services may be disconnected, with five (5) days written notice, if any timely invoiced amounts are not paid within forty-five (45) days of the due date.

The Client hereby agrees to pay for all costs and expenses, including all finance charges, reasonable attorney fees and court costs, arising from collection of any outstanding balances. The Client agrees to be responsible for any business loss or liability resulting from the disconnection of services and to not hold Xynergy Inc liable for any losses or liabilities thereof.

Taxes
Client agrees to pay for any Gross Receipts tax, if applicable.

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Rush Fee

If the client requests changes to be done on the website in less than three (3) business days and the client does not have a monthly maintenance retainer contract with the contractor, then the contractor may charge a rush fee of double the normal rate for the service provided.

5. **TIMELINE**

    Client understands that the web development process requires the client's feedback and approvals as part of that process. A promised Timeline either implied, verbal or in writing by Xynergy can only be maintained if client provides feedback within 2 business days of the request being made by Xynergy staff. Feedback and requests may be made via telephone, Internet or in person. Failure for the client to provide timely feed back at any point during the project dissolves all timeline obligations promised by Xynergy. Xynergy also reserves the right to extend timelines due to staff illness, acts of God or emergencies.

6. **TRAVEL EXPENSES**

    Website development costs do not include travel costs for travel outside the State of New Mexico such as transportation and lodging if that travel is required of the Contractor by the Client. For travel required of the Contractor by the Client outside the state, the client will be billed for expenses at cost. Client must give written approval of any work-required travel before travel commences

7. **CONTENT COPY, IMAGES, ERRORS AND CORRECTIONS, COPYRIGHTS**

    Content Copy

    Copy for the website must be supplied by the Client to the Contractor in proofed, edited, digital format such as ASCII text, or rich text format (RTF). There will be an additional fee ($75/hour) for resubmission and programming of the copy if the original copy submitted by the Client has been resubmitted for input into the site, replacing the original copy. There is also an additional fee for digitizing and proofing content not provided by the Client in proofed, digital files and for copywriting beyond what is supplied by the Client.

    Images

    Client will supply or purchase all photographic materials for the website unless Xynergy, Inc. is hired to produce the digital photography necessary for the website. Digital photography is a billable expense, and includes all travel and associated expenses related to the obtaining photography for the client.

    If the client chooses to hire a third party to produce the necessary digital images, the client is still held solely responsible for ensuring the files are in acceptable format and for delivering the files to Xynergy.

Content Errors and Corrections
Errors or missing information on the website that is a result of incorrect information supplied by the Client, once identified and correct information supplied by the client, will be corrected at the expense of the Client. Errors or missing information on the website that occur as a mistake of the Contractor will be corrected by the Contractor, once identified as long as the contractor has access to the website. The contractor may not be held liable for any website content errors.

Content & Graphic Copyrights
The Client warrants to the Contractor that all content (copy and images) supplied to the Contractor to be placed in the website conforms to the following:

a. The Client has full rights to reproduction of the content and all rights under copyright law to use the content on the World Wide Web.
b. The Client has obtained all necessary consents or approvals from any party in connection with placing the content on the website and World Wide Web.
c. The client will not hold Xynergy, Inc. responsible for any copyright violations as fault of the client.
d. The copyright of all custom design work contracted and paid for, per the MOE, shall remain the sole property of the client.
e. If any graphics, website graphic design or templates are not custom developed for the client by the contractor, the client understands that the use of those graphics are governed by the source from which they came. Furthermore, the client understands that in most cases, these graphics, web graphic designs or templates may also be downloaded and used by other parties.

8. **SOFTWARE OWNERSHIP, DISTRIBUTION, ERRORS, & SECURITY**

Any programming work that has been released to the client and/or on the live website must be paid for in full by the client.

a. Ownership – Custom Software
All custom software programming including Perl, PHP, SQL tables, and other components shall be owned by the Contractor. The Contractor grants to the Client a royalty-free, irrevocable, nonexclusive license to use, reproduce, distribute, modify, and display the custom software components of the web site. Software produced by the contractor and paid for by the Client will be supplied on disk to the Client upon request.

b. Ownership – 3rd Party or Open Source Software
Client understands that any software purchased from a 3rd party may require licensing by the 3rd party. Licensing may incur recurring renewal fees per the 3rd party licensing requirements. Client is responsible for payment of these recurring fees.

c. Errors, Bugs and Corrections – Custom Software
All software custom developed by Xynergy for the client will be built to be as bug free as possible and will be subject to review by client before final approval. However, once the software is approved by the client and made live to be used by the public or the client, any additional corrections or modifications made to the software will be billed at an hourly rate by Xynergy.

d. Errors, Bugs and Corrections – 3rd Party or Open Source Software
Xynergy is not responsible for malfunctions of 3rd Party or Open Source software purchased and installed on a website for the client. Xynergy will attempt to correct any found bugs as requested by the client but client will pay Xynergy the hourly fees as outlined in item 3 of this contract.

e. Errors, Bugs and Corrections – Websites Not Hosted by Xynergy
If a website is not hosted by Xynergy, client understands that Xynergy may not be held liable for any broken or malfunctioning software on the clients website nor the website itself if it stops working or is removed from the server. Furthermore the client may not hold Xynergy liable for security breaches or any other aspect of the website business, content or functionality.

f. Software Upgrades, Maintenance and Security
Xynergy is not responsible for upgrading custom, 3rd party or open source software regularly unless client and Xynergy have a maintenance contract in place specifically authorizing upgrades. Furthermore, client understands that not upgrading software may lead to security holes and breaches after an extended period of time due to technology becoming outdated and agrees to take responsibility for any security breaches which are due to software that has not been upgraded or maintained. Once a software application or website has been released to the client or to the Internet, further revisions, corrections or upgrades to that software or website may be charged hourly by Xynergy in addition to any fixed contracted work.

g. Supported Web Browsers
Unless otherwise agreed to per the MOE, Xynergy will test projects and develop for the latest two released versions of Firefox, IE, Safari and Chrome browsers.

9. **ADVERTISING**
   Client hereby authorizes Xynergy to identify Client as a Company Client and use Client Name in marketing materials as well as announce relationship in ads or press releases pending Client approval of release prior to distribution.

10. **SUB-CONTRACTORS & TRANSFER OF ASSIGNMENT**
    The Contractor retains the right to sub-contract any portion of the web site development project to another firm or individual. However, Xynergy, Inc. will be the principal developer and contact. Principal developer is defined as entity producing at least 65% of the contracted work.

    It is agreed that Xynergy shall have the right to assign or transfer any duties, rights or obligations due hereunder with 15 days notice to the Client.

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11. **LIABILITY**
In the event that Client is dissatisfied with Contractor's performance of its obligations hereunder due to material Contractor errors or due to the contractor's material breach of its web development obligations hereunder, Client agrees that Contractor shall not be liable to Client except (i) to make a reasonable effort to remedy the problems, and (ii) if the problems cannot be remedied within a reasonable period of time, then the Client's sole remedy shall be termination of the contract.

Copyright Liability
The Client agrees to indemnify the Contractor for all liability, cost or expense, attorney fees, or any other claim arising from posting copyrighted content on the World Wide Web by the Contractor to the Clients website per the Clients request.

Software Liability
The Client agrees to indemnify the Contractor, its staff and owners, for all liability, cost or expense, attorney fees, or any other claim arising from problems with software developed in open source or by a third party and installed on the Client's website by The Contractor.

Client understands that all software programs have bugs even after completion and testing. The Client agrees to indemnify the Contractor, its staff and owners, for all liability, cost or expense, attorney fees, or any other claim arising from problems with software custom developed by the Contractor.

Hosting Liability
The client understands that Xynergy does not host websites and is not liable for any issues related to website hosting.

13. **EMPLOYMENT OF XYNERGY STAFF**
Client agrees that during the term of this agreement and within eighteen (18) months after termination of this agreement, Client will not employ directly or indirectly any person or persons who are current employees or contracted staff of Xynergy without prior written permission of Xynergy CEO. This includes employees who were with Xynergy during the most recent year of contracted services with Xynergy even if that employee is no longer with Xynergy. If aforementioned person is employed by the Client during that eighteen month period, a headhunting fee will be paid to Xynergy by the Client in the amount of 35% of any fees paid to the employed or contracted person.

14. **TERMINATION OF CONTRACT**

Non Retainer Projects
Without cause, either party may terminate this agreement after giving thirty (30) days prior written notice to the other party of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after notice to terminate. Automatic tacit renewal shall not apply once notice of intent to terminate has been given. With reasonable cause, either party may terminate this agreement effective immediately upon giving written notice of termination for cause.

Retainer Contract Exception
If the MOE contract includes a monthly retainer and is cancelled by the client prior to the fulfillment of the entire span of the retainer, then the amount owed to Xynergy

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for unused months will equal ½ total fees of all unused months combined on the retainer only.

Both parties agree to the above contract duties and obligations as outlined.

Contractor

_____

Jennifer Martin, President
Xynergy, Inc.

Date:_____

Client

_____

Print: _____

Company:_____

Date:_____