



SERVICES AGREEMENT

This Consulting and Advisory Services Agreement (the "Agreement") is made and entered into as of February ^{14th} 2018 (the "Effective Date") by and between Erie County Vocational Technical School Foundation, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, with a principal place of business at 8500 Oliver Road, Erie, PA 16509 (the "Client") and FuseLab Creative, LLC it's a limited liability company organized under the laws of the Commonwealth of Virginia, with a principal place of business at 1775 Tysons Blvd., Tysons Corner, VA 22102 (the "Developer"). The Client desires to retain Developer as an independent contractor to perform certain consulting and advisory services for the Client, and Developer is willing to perform such services, on the terms described below and according to the statement of work and cost estimate included herein. In consideration of the mutual terms contained herein, the Parties agree as follows:

TERMS AND CONDITIONS

1. Definitions

The following Terms and Conditions document is a legal agreement between the Developer", and the Client for the purposes of website design or development. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

The Developer is an Internet web design provider offering the Client graphic design, HTML, CSS, Javascript, PHP, WordPress and other related computer-programming languages.

2. Acceptance of Work

Quotations are valid for one hundred and twenty (120) days from date of issue.

Additional work requested by the Client that is not specified in the agreed quotation is subject to an additional quotation by the Developer on receipt of specification. If the work is needed as part of an existing project, then this may affect time scale and overall delivery time of the project.

If a functional specification and a set of testing criteria is included within the quotation, the Developer is responsible for fulfilling the testing criteria as the sole criteria for completion of the contract.



3. Permission and Copyright

Copyright of the completed web designs, images, pages, code and source files created by the Developer for the project shall be with the Client upon final payment.

The Client hereby agrees that all media and content made available to the Developer for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend the Developer from any claim or suit that may arise as a result of using the supplied media and content.

The Client agrees that the Developer may include development credits and links within any code or website the Developer designs, builds or amends for the Client. Development credits shall be included within code, but not displayed on a web browser, and/or displayed as a development credit at the footer of the Client's website.

The Client agrees that the Developer reserves the right to include any work done for the Client in a portfolio of work.

The Client agrees to abide by the terms of any third party software or media included within any work done for the Client.

4. Material

The Developer reserves the right to refuse to handle:

1. Any media that is unlawful or inappropriate.
2. Any media that contains a virus or hostile program.
3. Any media that constitutes harassment, racism, violence, obscenity, harmful intent or spamming.
4. Any media that constitutes a criminal offense, or infringes privacy or copyright.

5. Domain names and Hosting

The Developer can, at its own discretion, but is not obliged to, offer domain name registration and hosting via a third party service.

The Client agrees that registration of a domain name does not provide endorsement of the right to use the name. The Client is responsible for ensuring they have due title to the domain name. The Developer holds no liability and the Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's registration of a domain name.

The domain name is registered in the Client's own name, with the address and contact details of the Developer. The Client should be aware that a domain name is registered with a third party and as such the Client shall agree to fully abide by the terms and conditions set out by the third party for such services.

The Client agrees to take all legal responsibility for use of third party domain name and hosting services and supply truthful details to the third party services.

The Client is liable to pay the Developer for any domain name registrations and the initial set-up of the hosting if included as part of the website build.



Any support relating to the domain name, hosting and email services is between the Client and the third party service.

Any other domain name and hosting services or costs not included by the Developer, including but not limited to further domain name registration fees, domain name transfer charges, yearly domain name renewals, hosting charges, yearly hosting renewals, hosting upgrades, extra disk space, bandwidth and any other related or hidden charges, are to be paid by the Client to the third party services. A Third Party Fee Schedule is attached and incorporated into this Agreement as Exhibit A.

The Client agrees to pay the domain name and hosting fees as soon as required by the third party. Any modifications needed to the domain name or hosting services are to be made between the Client and third party service.

The Client agrees that if at any time their contact details, including email address, change, it is their responsibility to contact the third party and update their contact details. Failure to do so may mean that renewal invoices for the domain name and hosting services are not received by the Client.

The Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account that the Developer requires to upload the website if required as part of a project.

The Client agrees to be liable for their use of the domain name, hosting and email services with the third party and hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services.

The Client agrees to take full responsibility for all usage of the domain name, hosting and email services and to fully abide by the terms and conditions set out by the third party for such services.

6. Projects

The Client agrees that an HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by Internet browser software. The Developer agrees to try to match the design as closely as is possible when building the code.

During a website project it is important that the Client communicates information to the Developer to achieve the required result.

All alterations are to be requested in writing by the Client. Upon completion of agreed design, the Client is asked to confirm in writing that the design and the screen size is signed off as complete and agree that any further design alterations are chargeable. Alterations in the design are included in the Scope of Work for the Client attached to the Agreement.

7. Optimization

If optimized pages are included as part of the project, the Developer will optimize the Client's web pages that already make up part of the project. Optimized pages are not creation of new pages. The optimization of the web pages can include the meta-tags, keywords, description, title, alt tags and text provided by the Client.

The Developer endeavors to create pages that are accessible to search engines.

Upon request, the Developer can create a copy of the website on a thumb drive to be delivered to the Client on project completion.

Once the project is completed, the Developer will upload the website to the Client's live web address if included as part of a project.



After site completion, a Client or a third party of their choosing may wish to edit their website code themselves to make updates. However, the Client agrees that in so doing they assume full responsibility for any issues, which occur as a result of changing the code themselves.

The Developer will keep a copy of the site and design source files when a website project is being worked on.

8. Payment Terms

Prices are subject to change without notice.

All invoices must be paid in full within 30 days of the invoice date, except where agreed at the Developer's own discretion. If not paid, the Developer may charge the Client, as a late fee, interest at an annual rate of 6% on any outstanding unpaid amounts.

The Developer reserves the right to decline further work on a project if there are invoices outstanding with the Client.

Before any work begins by the Developer, an agreed to deposit amount must be paid to the Developer, usually 30% of total estimated budget.

9. Liability and Warranty Disclaimer

The Developer provides their website and the contents thereof on an 'as is' basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose.

The Developer endeavors to provide a website within given delivery time scales to the best of its ability. However, the Client agrees that the Developer is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery time scale.

The Client agrees that the Developer is not liable for any failure to carry out services for reasons beyond its control, including but not limited to acts of God, telecommunication problems, software

failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

The Developer is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

If, after handover of files, errors are found in code the Developer has created and the standard development platform, or the domain name set-up or hosting set-up have been changed, the Developer shall correct the errors, free of charge.

Should the Client go into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, the Developer reserves the right to cancel forthwith any projects and invoice the Client for any work completed.

The Developer shall have no liability to the Client or any third parties for any damages, including but not limited to claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or website, even if the Developer has been advised of the possibility of such damages.

Client agrees that it is their responsibility to comply with applicable laws and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise but not



limited to new legislation compliance, software compatibility and web standards. The Client agrees that the Developer is not liable for any failure to inform or implement these updates to their site. The Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

10. Indemnification

The Client agrees to use all Developer services and facilities at their own risk and agrees to defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees against the Developer or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties.

The Client agrees that this indemnification extends to all aspects of the project, including but not limited to website content and choice of domain name.

The Client also agrees to indemnify, hold harmless and defend, the Developer against any liabilities arising out of injury to property or person caused by any product or service sold by the Client or any service provided or agreed to be provided or by third parties, including but not limited to infringement of proprietary rights, misinformation, infringement of copyright, delivery of defective services or products that are harmful to any company, person, business, or organization.

11. Nondisclosure

The Developer and any third party associates agree that, unless directed by the Client, it will not at any time during or after the term of the Agreement disclose any confidential information learned regarding Client's operations. The Client agrees that it will not convey any confidential information about the Developer to another party, unless directed by the Developer.

12. Miscellaneous

If either the Client or the Developer determines that the opposite party has breached a covenant or provision of this Agreement, the Client and the Developer shall each have the right to terminate this Agreement, giving thirty (30) days prior written notice of termination to the opposing party.

Any and all matters pursuant to this agreement are governed by the Commonwealth of Pennsylvania. All disputes arising under this Agreement shall be brought in the Court of Common Pleas of Erie County or the United States District Court for the Western District of Pennsylvania.

This Agreement has been properly executed on behalf of the parties hereto and any and all actions which are or may be necessary to fully authorize the parties to enter into this Agreement have been properly performed. The parties hereto have the full right, power, and authority to enter into and consent to this Agreement, and consummate the transactions contemplated by this Agreement.

This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, signed by all parties.

This Agreement may be executed in several or separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

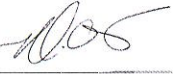


The provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion hereof will not affect the validity or enforceability of any other provision of portion hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Consulting and Advisory Services Agreement as of the date first written above.

FUSE LAB CREATIVE LLC

ERIE COUNTY VOCATIONAL TECHNICAL SCHOOL
FOUNDATION

By: 

Name: Marc Caposino

Title: CEO

By: 

Name: JAMES H. BUCKSBEE

Title: Board President

STATEMENT OF WORK

Site Structure

The initial home page of the site should be an introduction to the mission, model, and successes of Erie County Vocational Technical School Foundation ("ECTF") and the Career Street Product ("CS") in various communities. The new homepage is meant to promote the CS model as a program that regions can adopt to improve workforce preparation in their own communities. It should: 1) invite interested communities to learn about and consider deploying the CS model, and 2) clearly direct current existing CS partners to login and access the programming options for their region.

The home site should guide visitors to identify the ECTF office in their region. It should take them to a subordinate site where they can access specific information about their region's office and available programming. The only current regional office will be Erie, PA, the home office of ECTF. By structuring the Erie office as a regional office co- equal in appearance to future regions, the subordinate site for Erie can act as an example of how future locations can expect their own site to look, function, and relate to the umbrella brand.

All regional subordinate sites should share a single CS database of employers, educators, events, and metrics.

1. The Home Site will require at a minimum:

a) Homepage

- 1) Introduction to the mission, model, and successes of CS
- 2) Invitation for the participation of employers and of educational institutions
- 3) Redirect for visitors to learn about or launch a CS in their region
- 4) Redirect to regional site for existing CS partners

b) About CS

c) Summary of CS programs

2. Subordinate Sites will require:

a) Homepage



PROPOSED COSTS PER FUSELAB CREATIVE PROPOSAL

Design Service / Component	Cost	Proposer's Comments
Foundational Strategy/Research:		
Stakeholder and Audience Research	\$6,000	
Digital Strategy	\$3,000	
Design: Homepage & 2 Additional Pages		
UX Wireframes	\$1,620	
UI graphic Design	\$2,640	
Mobile	\$1,320	mobile designs based on final direction, plus two rounds of revisions
CSS/HTML	\$1,800	
Design: Subordinate Sites		Based on Homepage and 6 additional pages, including a registration page
UX Wireframes	\$1,920	
UI graphic Design	\$3,360	
CSS/HTML	\$3,600	
Project Management	\$5,802	Based on 20% of total project cost.
Hosting: (monthly fee)	\$50	Includes: Custom domain, jetpack essential features, live chat from hosting provider, unlimited themes, Unlimited storage, google analytics, SEO tools.
Logo/Brand Development	\$4,700	
TOTAL:	\$35,812	



Optional:		
Ongoing SEO management	\$4,000	Monthly fee
Maintenance Support	\$70	As needed hour fee

1884804.v1