

CHIPPORT	AGREEMENT	DRUDUCAL

CLIENT INFORMATION	Covenant Testing Technologies Anthony Bilotto
	1600 Highway 6, Suite 360,
	Sugar Land, TX 77478
	832-500-3118

PROJECT SUMMARY

On-going website development support and maintenance for client website, development time can be used for content and/or structure design, development and deployment, and routine website updates. See appendix A for Service Level Agreement and specific terms.

INVESTMENT SUMMARY

0	OPTION #1	
	10 hrs per month @ \$150/hr	\$1,500.00
	Discount for existing customer and block hourly support purchase (10 hr/min)	(\$900.00)
	Monthly support agreement (10/hrs @ \$60/hr)	\$600.00
	Support agreement covering the 3 months beginning 10/12/2017 through 01/11/2018	
	Quarterly Billing	\$1,800.00
0	OPTION #2 5 hrs per month @ \$150/hr	\$750.00
	Discount for existing customer and block hourly support purchase (5 hr/min)	(\$375.00)
	Monthly support agreement (5/hrs @ \$75/hr)	\$375.00
	Support agreement covering the 3 months beginning 10/12/2017 through 01/11/2018	
	Quarterly Billing	\$1,125.00

PAYMENT SCHEDULE

Balance due at Acceptance of Proposal.

Accepted By	Date
Please remit payment to:	ROCK MEDIA, LLC.
Brad Rock 1606 Lakeway Blvd. Lakeway, TX 78734	BMLRole
We accept checks (payable to: Brad Rock) and all major credit cards	Bradley Rock - October 11, 2017



APPENDIX A - MAINTENANCE TERMS AND SERVICE LEVEL AGREEMENT

MAINTENANCE TERMS

Services Provided

'Client' is contracting 'Provider' to provide web site maintenance. This includes adding new pages, editing existing pages and simple modifications to scripts, templates, applications and databases. Services also include web server maintenance, backups and support.

Services Excluded

Unless previously agreed to in writing web site maintenance does NOT include website redesign, custom images or artwork, custom script design. Also excluded are hosting fees, ecommerce related services or fees, like credit card processing fees or shopping cart purchase or rental, SSL certificate costs, domain name registration and services provided by any 3rd party. These items would need to be quoted on an individual basis.

3. Additional Charges

'Client' is responsible for license fees for any 3rd party images, programs or scripts. 'Client' can pay for these directly or with 'Client' approval 'Provider' can license them and bill cost + 10% to 'Client'. 'Client' is responsible for and agrees to pay all local, state and federal sales taxes due for these additional fees.

4. Copyright and Trademarks

The 'Client' represents to 'Provider' and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to 'Provider' for inclusion in web site are owned by the 'Client', or that the 'Client' has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend 'Provider' from any claim or suit arising from the use of such elements furnished by the 'Client'.

All graphics, photos and text provided by 'Provider' are property of 'Provider' and may not be used in any media outside the single web site without permission or transfer of rights specified in writing between 'Provider' and 'Client'.

'Provider' guarantees that they have received the proper rights and/or licenses for any text, graphics, photos, designs, trademarks or other artwork to be used on the web site. Use of 3rd party graphical element may require a statement at the bottom of the web page acknowledging the source of the graphical element. It is agreed by both 'Client' and 'Provider' that such statement shall remain on the web site so long as the graphical element remains. Under no circumstances shall these elements be used in any other media or marketing outside the web site, unless 'Client' receives direct authorization from the 3rd party. It is the responsibility of 'Client' to make sure that required source acknowledgements are placed with appropriate elements.

Copyright to the finished assembled work of individual web site pages produced and designed by 'Provider' is owned by 'Client'. This ownership is to include rights to the design, any photos or graphics supplied by 'Provider', source code, and computer programs specifically designed for this web site. Upon full and final payment of this contract, the 'Client' is assigned ownership of the web site design, graphics, and text contained in the finished assembled web site.

'Client' agrees to the placement of a small link to at the bottom of their home page advising visitors that the site is maintained by 'Provider'. Link shall go to 'Provider' website home page or another page of 'Provider' choosing advising visitors about 'Provider's' website maintenance services. Link shall stay in place while changes made by 'Provider' are used by 'Client'.

5. Service Plans

All service plans are prepaid and all prepaid time does not expire. No refunds or credits will be issued for unused time. Time not used is non-transferrable.

All website maintenance requests have a minimum charge of ¼ hour with all additional time charged to the nearest ¼ hour. If the maintenance work requested exceeds prepaid time, any additional time will be billed at the initial prepaid rate. A time log of time spent will be provided upon request.

6. Billing and Payments

All invoices are due upon presentation and must be paid by check, money order, credit card (Visa/MC/Amex) or PayPal. Any additional non-prepaid maintenance time charged will be due at completion of specified work. Recurring plans will be invoiced quarterly and are due upon presentation. No discount is offered for early payment. Customers with a credit card on file agree to have invoices paid via that credit card, unless otherwise agreed upon in writing.

7. Account Access

'Client' agrees to provide 'Provider' full ftp and secure shell access to hosting server. 'Client' understands that some website changes may require a change in hosting services which is not covered by this agreement.

8. Assignment of Work

'Provider' reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. 'Client' agrees to not contract with or hire either directly or indirectly any employee or subcontractor of 'Provider' without providers written approval.

9. Indemnification

'Client' agrees that it shall defend, indemnify, save and hold 'Provider' harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, ("Liabilities") asserted against 'Provider', agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by 'Client', its agents, employee or assigns. 'Client' agrees to defend, indemnify and hold harmless 'Provider' against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with "Provider's" service, any material supplied by 'Client' infringing on the proprietary rights of a third party, copyright infringement, and any defective product which 'Client' has sold in the Web Design.

10. Limited Liability

'Provider' does not warrant that the 'Client' website will meet the 'Client' requirements or that the operation of the website will be uninterrupted or error-free. The entire risk as to the quality and performance of the website is with 'Client'. In no event will 'Provider' be liable to the 'Client' or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this website, even if 'Provider' has been advised of the possibility of such damages. In any event liability shall be limited to amount paid for service.

11. Sole Agreement

This agreement constitutes the sole agreement between 'Provider' and 'Client'. Any additional work not specified in this agreement must be authorized by a written change order. All prices specified in this agreement will be honored for twenty-four (24) months after both parties sign this agreement. Continued services after that time will require a new agreement.

12. Jurisdiction

This agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

13. Laws Affecting Electronic Commerce

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Rock Media and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

SERVICE LEVEL AGREEEMENT

About Service Availability

This section provides information about the normal schedule of times when the service is available. It also describes the process for enhancing or changing the service.

2. Normal Service Availability Schedule

This service has been designed for minimal downtime, but Rock Media does not guarantee 24x7 availability. However, Rock Media strives to achieve this and often does.

3. Scheduled Events That Impact Service Availability

Regularly scheduled events can cause a service outage or have an impact on performance (such as slow response time). Routine server maintenance is scheduled as follows: Monday 6:00 PM – 9:00 PM

On occasion, it may be necessary to apply critical security patches or upgrades. Rock Media will make every effort to limit service interruptions for these activities to the timeframes outlined in table A.2. Users will be notified in advance when an outage is required for critical security patches or upgrades.

<u>Table A.2</u> <u>Scheduled Maintenance for web hosting servers.</u>

Times	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	:	6:00 PM	6:00 PM	6:00 PM	6:00 PM	6:00 PM	;
Stop	:	9:00 PM	9:00 PM	9:00 PM	9:00 PM	9:00 PM	;



Non-emergency Enhancements

Enhancements and changes that do not require a service outage and that do not affect user workflow are implemented upon completion.

Enhancements and changes that require a service outage are scheduled outside business hours. Users are notified at least two business days in advance when a non-emergency service outage is required to implement an enhancement or change.

To request an enhancement, send an email to brad@rockmedia.co

5. Services Definitions and Targets

Rock Media monitors and reports the web site service quality (upon request). Table A.3 shows the service measures that define this service agreement along with the performance targets.

Table A.3 Service Quality Measurement

Measurement	Definition	Target
Availability	The percentage of time that the application is available minus the impact time from any events (scheduled or unexpected) other than loss of network.	99%
Problem Response	The time required for a user to receive a response after reporting a problem to the Rock Media	1- High Priority Within 1 hour 2- Normal Priority Within 1 business day 3- Low Priority Within 2 business days
Problem Circumvention or Resolution Time	The time required for a user to receive a circumvention or a solution after reporting a problem to the Rock Media	1-High Priority Within 4 hours 2-Normal Priority Within 1 week 3-Low Priority Within 2 weeks

Rock Media prioritizes requests for support according to the following priority-level guidelines:

- High Priority
 - o The hosted web sites are not operational for multiple users during scheduled availability.
 - A major function of the hosting service is not operational for multiple users during the hours that the service is scheduled for availability.
- Normal Priority
 - o A minor function of the hosting service is not operational for one or more users (who can continue to use other application functions).
 - A user has questions about the hosting service functionality or needs assistance in using the service.
 - o A user needs administrative assistance.
- Low Priority
 - The hosting service is not operational for one or more users outside of the hours of availability.
 - A major function of the hosting service is reported as non-operational during the period for which normal service is not available as defined in section 2.2.
 - Enhancement requests are logged as Priority 3-Low Priority, but are reviewed and scheduled by agreement between Client and Rock Media.

All request for services and or support should be directed to <u>brad@rockmedia.co</u>. An email confirmation will be sent upon acceptance of the request.