



GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the “Agreement”) dated this day of this month, 2018

BETWEEN:

Morgan Moses Foundation of
4000 Legato Road Suite 1100 Fairfax, Virginia 22033 (the “Client”)

– AND –

SmallBizNiz LLC of
4312 Fox Trotter Drive, Richmond, Virginia, 23223 (the “Contractor”).

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide Multimedia “Services” to the Client.
- B. The Contractor is agreeable to providing such Multimedia “Services” to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the “Services”) for the Term of this agreement:

- Updates, Upgrades and Manual Backups needed since July 2018
- Web Mastering, SEO, Maintenance and Security (for 6 months)

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Terms of Agreement

The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect for 6 months, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

Early Termination

In the event that either Party wishes to terminate this Agreement early, that Party will be required to provide 10 days’ written notice to the other Party. Services will be canceled on the agreed upon date and any remaining balances or deposits will be forfeited, not returned or refunded.

Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect. Any issues with quality of work will be communicated and addressed until resolved

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

The Contractor will charge the Client a flat fee of \$1534.83 for the Services (the “Compensation”), which does not include Virginia Sales Tax of 5.3% as Morgan Moses Foundation has provided the Retail Sales and Use Tax Certificate of Exemption with Exemption Number: XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

The Client will be billed as follows:

\$300.00 – Updates, Upgrades and Manual Backups needed since July 2018

\$599.94 – Web Mastering (also known as Content Management without Social Media Marketing)

- Image Editing/Posting
- Text Posting

\$634.89 – Website Maintenance and Security (months 1 – 6)

- SEO – management of Keywords and Descriptions
- Updates, Upgrades and Backups
- Security Monitoring
- Security Updates
- Support for Email Accounts
- Email Setup/Troubleshooting for Board Member and Staff Devices

Reimbursement of Expenses

The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the (the “Services”).

Such expenses may include cost for printing and shipping of newly design print material produced as part of this contract as SmallBizNiz LLC does not provide printing services at this time.

All additional expenses not included as part of this contract must be pre-approved by the Client.

Trade Secrets

Trade secrets (the “Trade Secrets”) include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

Ownership of Intellectual Property

All intellectual property and related material, including any trade secrets, domain names, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the “Intellectual Property”) that is developed or produced under this Agreement, is a “work made for hire” and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for in **this** Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

Capacity/Independent Contractor

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

A. Morgan Moses Foundation
4000 Legato Road Suite 1100 Fairfax, Virginia 22033

B. SmallBizNiz LLC
4312 Fox Trotter Drive, Richmond, Virginia, 23223

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this day of Month, Year.

SIGNATURE: _____ DATE: _____

PRINT: _____

WITNESS: _____ DATE: _____

Morgan Moses Foundation Representative

SIGNATURE: _____ DATE: _____

PRINT: _____

WITNESS: _____ DATE: _____

SmallBizNiz LLC