

- D. Timing. Completed functionality to be delivered by Consultant to Client (in production environment) by February 25, 2017.

II. Terms & Conditions

1. All intellectual property developed by the Consultant as part of the Project, including but not limited to software, technology, designs, and/or processes remain sole ownership of the Consultant. All these assets will be shared with Client for use on this Project.
2. Acceptance of Services is defined as the usage of Deliverables or Services in any way within a customer-facing environment ("Acceptance").

III. Price & Payment

1. The Services described above will be executed at a Fixed-Time-Fixed-Price contract, in consideration of these Services, the Client will pay the Consultant the fixed price of **\$210.00** for a total of **25 hours** of Service provided by the Consultant. Payment to be provided within 90 days of Acceptance.
2. Additional Costs. It may be required that the Consultant provision additional technical resources in order to support go-live requirements (i.e. servers, databases, and/or accounts). In this case, these costs will be passed onto the Client. The maximum cost of these additional resources to be procured with Client's prior additional approval will not exceed **\$30.00**; any excess cost will require additional approval on Client's behalf.

IN WITNESS WHEREOF the undersigned have executed upon this Agreement.

MATTHEW MARCO ("Client")

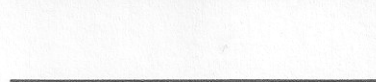


Signature

Feb 12 2017

Date

CHRISTOPHER BROUSSEAU ("Consultant")



Signature



Date