

PAVIN' THE WAY SOFTWARE, LLC AGREEMENT FOR SERVICES FEES

This Agreement for Services Fees ("Agreement"), effective the date signed by Pavin' The Way Software, LLC ("Effective Date"), is entered into between Pavin' The Way Software, LLC, an Indiana Limited Liability Company, 1427 West 86th Street #123, Indianapolis, IN 46260 ("Pavin' The Way") and YOUR COMPANY NAME ("Client"), whose name, address, and state of incorporation is set forth below, (collectively the "Parties").

Company:	YOUR COMPANY NAME
Address:	YOUR ADDRESS
City/State/Zip:	YOUR CITY, STATE ZIP

1.0 Services Fees.

Subject to the terms and conditions of this Agreement, Pavin' The Way shall provide the following services ("Services") to Client at the rates set forth below ("Services Fees"): Pavin' The Way reserves the right to subcontract such Services to a Pavin' The Way business partner(s).

Services	Rate
Customization Implementation Training	\$100 per hour
Secure Server Layer Certificate (SSL) per URL	\$200 annually

Client shall pay the Services Fees for all scheduled Services, unless Client notifies Pavin' The Way, in writing, of cancellation of such Services at least ten (10) days prior to commencement of the scheduled Services.

Client understands that the Services Fees do not include reasonable travel and accommodation expenses incurred in rendering the Services. Client agrees to reimburse Pavin' The Way for all reasonable travel, living, out-of-pocket and overtime expenses incurred by Pavin' The Way in providing the Services.

2.0 Payment of Services Fees.

- 2.1 Pavin' The Way shall invoice Client monthly for Implementation and Customization Services rendered.
- 2.2 Client shall pay Pavin' The Way the full amount shown due on the invoices upon receipt thereof. In the event that Client fails to pay the full amount due within fifteen (15) days from the date of such invoices, Pavin' The Way may elect to cease rendering the Services.
- .3 Client shall pay or reimburse Pavin' The Way for any sales, use, excise, value-added, withholding taxes or other taxes based upon the Services, including taxes, interest and penalties that are levied or assessed by a governmental authority (collectively, "Taxes"), excluding taxes based on Pavin' The Way's net income. All Services are exclusive of Taxes. If applicable laws require the withholding of Taxes under this Agreement, Client will notify Pavin' The Way, make the applicable withholding and remit the required Tax to the proper governmental authority.

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3.0 Term of the Agreement.

This Agreement shall be effective upon Pavin' The Way's execution of the Agreement and shall remain in force unless terminated by either Party for a material breach by the other Party, or until one (1) year after the Effective Date of this Agreement.

4.0 General.

4.1 Independent Contractor. Pavin' The Way is providing the Services as an independent contractor.

4.2 Changes to the Agreement. Any modifications or amendments to this Agreement shall be in writing signed by the Parties.

4.3 License for Use. Pavin' The Way reserves all rights for all compiled code developed under the terms of this agreement. Pavin' The Way grants CLIENT license of USE to use, modify and archive compiled code developed within the terms of this agreement. Pavin' The Way reserves all rights to distribute, copy, resell & reuse all source code developed under the terms of this agreement.

4.4 Warranty. Pavin' The Way shall utilize its commercially reasonable efforts to provide the services in a workmanlike manner. Except as otherwise provide herein, Pavin' The Way makes no other express or implied warranties, including the implied warranty of fitness for a particular purpose and implied warranty of merchantability.

4.5 Limitation of Liability. PAVIN' THE WAY'S AND ITS SUBCONTRACTORS' AGGREGATE LIABILITY FOR DAMAGES TO CLIENT OR OTHERS, AND RELATING TO THE SERVICES, SHALL BE LIMITED TO ACTUAL DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE SERVICES FEES PAID BY CLIENT FOR THE SERVICES SUBJECT TO THE DAMAGE CLAIM. IN NO EVENT SHALL PAVIN' THE WAY OR ITS SUBCONTRACTORS BE LIABLE FOR SPECIAL, INDIRECT, THIRD PARTY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. NEITHER PARTY SHALL SEEK OR OTHERWISE APPLY FOR ANY PUNITIVE OR EXEMPLARY DAMAGES.

4.6 Governing Law and Dispute Resolution. This Agreement and the rendering of the Services shall be governed by the laws of the State of Indiana, U.S.A. Services shall be deemed accepted by Client unless rejected, within 30 days after the rendering of such Services, by written notice to Pavin' The Way describing Client's dissatisfaction with such Services. Any disputes between Client and Pavin' The Way (which are not otherwise resolved by the Parties) shall be subject to the dispute resolution agreements and procedures described in the most recent license agreement between the Parties (pertaining to the software licensed by Pavin' The Way to Client) and as in effect at the time of the dispute. No legal action pertaining to the Services may be brought by Client against Pavin' The Way or its subcontractors more than one year after such Services are rendered.

For PAVIN' THE WAY SOFTWARE, LLC

YOUR COMPANY NAME

(Authorized Signature)

(Authorized Signature)

John A. White
President

YOUR NAME
YOUR TITLE

(Date)

(Date)