

MASTER SERVICE AGREEMENT

April 25, 2022

Proposal prepared for:

Proposal prepared by: jeannetteb@whitelabeliq.com

WHITE LABEL



This agreement for professional services (this "Agreement") is made and entered into as of this Apr 25, 2022, (the "Effective Date"), by and between or "the Customer", (Company Designation), located at , , and White Label IQ LLC, a Colorado-based Digital Services Company ("White Label IQ LLC" or "we"), 6853 N. Franklin, Ave., Loveland, CO 80538.

The Work

A. Scope of Services

White Label IQ LLC shall provide all the services described in the executed Statement(s) of Work ("SOW"). Additional consulting services may be contracted through [My Company] by means of a subsequent SOW executed between White Label IQ LLC and the Customer. All work performed under any SOW is subject to the terms of this Agreement unless otherwise explicitly indicated in the SOW.

B. Statement of Work

Each SOW will include White Label IQ LLC's estimate of the cost to complete the project. White Label IQ LLC does its best to accurately estimate project costs upfront based on the scope as it is defined in the Customer's work request. The estimate is based upon the list of features documented in the SOW. Any feature not specifically referenced and estimated in the SOW is not included in the current scope of the project.

For each associated SOW, as soon as White Label IQ LLC identifies that a task or deliverable is outside the scope of work the customer will be alerted, and the parties will mutually agree in writing to proceed before any additional work is done which exceeds the approved SOW.

C. Customer Deliverables

The customer is responsible for the delivery of Customer deliverables as defined in the SOW. Common customer deliverables include brand guidelines, media files, product strategy, code, design, content/migration, third-party libraries, software/service purchases, quality/acceptance testing. Should the Customer be delayed or unable to deliver as per the requirements of the SOW or the project, the timeline and budget will be adjusted accordingly.

D. Customer Sign Off

White Label IQ LLC takes great pride in the quality of our work, and as such, will have a Quality Assurance (QA) lead assigned to all technical projects. The engagement of Internal Customer QA resources is also highly recommended. White Label IQ LLC is happy to work with a 3rd party QA team or with the Customer's in-house QA team. White Label IQ LLC will identify signoff milestones of deliverables, features, and sprints during the planning phase of the project. The Customer and their QA team will be responsible for ensuring that each milestone and the end product adhere to the agreed-upon requirements. Signoff by the PoC will be delivered in writing upon completion of each milestone. If a written response is not received from the PoC within 2 weeks after completion of the applicable

milestone and/or end product, the deliverable shall be deemed as automatically approved by the Customer.

E. Project Timing

In order to ensure that commitments can be met, White Label IQ LLC will book resources for the duration of the project window defined in the project schedule set forth in the SOW. The estimated cost of each deliverable and the overall budget are shaped by the schedule. Should the Customer need to extend or accelerate the duration of the project, an additional fee may be assessed proportionally to the impact on the project costs to White Label April 25, 2022 White Label IQ LLC. Such additional fee shall be disclosed to, and approved by, the Customer in advance of such additional fee being imposed.

If the project is delayed by an unscheduled Customer delay of over two weeks, White Label IQ LLC may put the project on hold and may reallocate resources to other customers. As such, weekly status meetings, scrums, technical work, and/or any other routine interactions shall temporarily cease. When the Customer is ready for it to resume, the project will be rescheduled based upon White Label IQ LLC's availability, and a 15% rescheduling fee will be assessed. Any work and meetings requested by the Customer during the hold period will be billed time & materials at \$69 / hr per person.

F. Maintenance & Support

White Label IQ LLC offers ongoing sprints, which include DevOps support, code maintenance/performance improvements, and new development for active production environments.

- **Support:**

Support services include the triage and repair of issues reported with a live software platform.

- **Maintenance:**

Regular maintenance work operates under project response times and terms and is not subject to support SLA terms detailed below.

- **Reporting of Issues:**

Any support requests or issues must be submitted by the PoC, responsible technical leads, or Customer's staff in writing via White Label IQ LLC's project tracking system, email, or recorded call.

- **Response Time:**

White Label IQ LLC will aim to reply to written support requests within the standard response times for project work. Should the Customer require real-time support, the SOW will specify the terms and costs for real-time or high-priority support. Written requests must be submitted through the approved project management system as set forth in section "Project Management & Communication". Please note that email or Slack is often subject to personal schedules and while it should be included in the communication chain, is not subject to triggering a response time window. White Label IQ LLC will define the priority level of a request as part of the triage and response process.

- **Resolution Time:**

Resolution of issues will be handled by priority and urgent requests may affect the delivery of regular sprint-based work. White Label IQ LLC provides average and top resolution times as a benchmark, but will not guarantee delivery through a service level agreement. The times listed below are estimates only.

G. Service Level Agreement

Priority Matrix

Priority 1 [Critical]: The problem reported has immediate, serious business and financial exposure. An end-user is unable to work or perform some significant function of the platform. There is no acceptable workaround to the problem (i.e., the task cannot be performed in any other way).

Priority 2 [High]: The problem reported has immediate, serious business and financial exposure. An end-user is unable to work or perform some significant function of the platform. There is an acceptable and implemented workaround to the problem (i.e., the task can be performed in some other way).

Priority 3 [Normal]: The problem reported has low business and financial exposure. Implementing the request immediately will not result in significant added value to the organization. An end-user is unable to perform some small function but is able to complete the majority of the tasks on the platform. There may or may not be an acceptable workaround to the problem.

Priority 4 [Low]: The problem reported has minimal business and financial exposure. Implementing the request immediately will not result in significant added value to the organization. An end-user is unable to perform some small function but is able to complete the majority of the tasks on the platform. There is likely an acceptable workaround to the problem.

Defining Priorities: As part of discovery, Customer and White Label IQ LLC will define example case scenarios for each priority level to aid in triage.

Estimated Response Times

Support (Devops and General): White Label IQ LLC will provide front-line support responses according to the priority of the issue reported. Response times and resolution times will apply as follows:

Severity Level	Goal Response Time	Goal Resolution Time
Priority 1: Critical	Within ~4 business hours	The average resolution time is one (1) business day or less. [My Company] will aim to keep resolution time under three (3) business days after initial response time.
Priority 2: High	Within ~1 business day	The average resolution time is one (1) business day. [My Company] will aim to keep resolution time under five (5) business days after initial response time.
Priority 3: Normal Priority 4: Low		Scheduled as part of the regular sprint cycle.

High Priority Coverage:

During pre-defined periods of high-priority coverage, White Label IQ LLC will extend business hours to include 12-hour coverage throughout the defined window during which all response times will occur in under 4 business hours. An additional cost, as defined in the SOW, will be applied to a high-priority window.

H. Project Warranty

Fixed Fee Projects:

White Label IQ LLC will provide patches and bug fixes for any bugs or issues included in the scope of work that was introduced by [My Company] during the deployment to production/launch process. Bugs and issues found in features that were previously approved by the Customer during the course of the project will not be covered by the warranty. Issues must be reported by the Customer within the grace period of no more than 30 days following the date of project completion, as defined by the date the Customer signs off on the deliverables. For sprints and projects under 60 days, the duration of the warranty will be defined within the SOW. All bug fixes outside of the project scope or after the grace period are the responsibility of the Customer. Should further support be necessary, a support SOW may be negotiated.

Constrained Time & Materials Projects:

White Label IQ LLC will provide a clear release and exit plan including a final sprint to serve as a cleanup and polish period. This sprint will be allocated for in the budget estimate and all work will be billed using the standard hourly rate. Should the project budget exceed original expectations, customer may choose to limit the scope of the final post-release sprint. White Label IQ LLC does not offer a window of unpaid work.

On-Going Time & Material Projects:

Projects which run over multiple budget periods, and have no delineated exit point, can have a warranty sprint(s) that will be planned and budgeted like a regular project sprint. Bugs and features will be tracked within the project backlog and scheduled in sprint planning. Each sprint is started once work is approved, and billed once work is completed. These projects have no implied warranty.

The Finances

A. Payment Terms

All payments are due within 30 days of the invoice being sent. Late payments will be charged 1% per month fee compounded monthly (or the maximum allowable by law, if less). Should an undisputed payment be late, White Label IQ LLC reserves the right to freeze all work until accounts are settled. If the amount of any invoice is in dispute, the Customer shall pay any amount that is undisputed.

B. Hourly Billing

Time & Materials is billed hourly on a monthly basis in arrears. White Label IQ LLC will review work requests in our project management system, plan sprints and provide a cost estimate per ticket based upon priority. Once approved, with an executed SOW in place, work will proceed.

- **Hourly Statement of Work is an Estimate**

- Each SOW will include White Label IQ LLC's estimate of the cost to complete the project. White Label IQ LLC does its best to accurately estimate project costs upfront based on the scope as it is defined in the Customer's work request. The estimate is based on the list of features documented in the SOW. Any feature not specifically referenced and estimated in the SOW is not included in the current scope of the project. All costs listed in the SOW are an ESTIMATE and NOT a FIXED BID.
- For each associated SOW, as soon as White Label IQ LLC identifies that a task or deliverable may go over the estimate, the Customer will be alerted, and the parties will mutually agree in writing to proceed before any additional work is done which exceeds the approved estimate.

- **Hourly Rush Fee:**

- There are options that can expedite a specific task or project but these options must be weighed on a case-by-case basis as White Label IQ LLC inventories resources available, personnel needed to complete the work, which work is deprioritized, and type of work needing to be "rushed".
- Typically, White Label IQ LLC charges an additional 20% of the total project/rate as a rush fee but each project will be quoted uniquely.
- may request work to be a "HIGH" priority and incur a rush fee to complete the task as soon as possible. Most tasks are completed within a couple of hours depending on complexity, type of work, and time of day the work is requested. White Label IQ LLC will confirm with that the work will incur a rush fee (and what that fee is) to be sure that all parties have the correct expectations set.

C. Fixed Billing

Payment will be set by project milestones defined within the SOW. Upon written Customer acceptance of the successful completion of the milestone, an invoice will be sent. Any scope changes during the course of the project will require a written and approved change order. Without invalidating the Purchased Agreement, the customer may at any time, by written change order, increase or decrease the scope of work. Both parties must agree to the time and monetary impacts of the change, whether the change order is considered alone or with other changes during the course of the project and assessment of final costs when the scope of work is completed.

D. Materials

Licenses, media files, specialized software, server costs, code versioning services, project management tools, and any other assets or services required specifically for this project, pre-approved by Customer and paid by White Label IQ LLC, will be billed monthly. Customers will buy the materials or services directly unless specifically agreed upon in writing. Any effort required by White Label IQ LLC around purchasing tools, services or assets will be invoiced at the Time & Materials rate.

E. Travel

Customer and project-related travel will be budgeted as follows:

- Working days: a day rate equal to 6 hours per person at the standard hourly rate
- Travel days: a day rate equal to 4 hours per person at the standard hourly rate
- Travel out-of-pockets, including taxi, train tickets, plane tickets, gas/mileage, meals reimbursement, and Hotel or lodging out-of-pockets, including room fees & taxes

All projected costs will be submitted to the Customer before travel is booked, for review and approval. Final expenses will be invoiced as incurred. Travel costs are not included in the project estimate. However, if work included in the estimate is performed as part of the travel engagement, the Customer will not be billed twice for those working hours.

F. Deposit of Funds

Until a client has established a prompt and responsible payment history with the Company and determined by the company, funds will be required in hand within 30 days of the start of work. If payment has not been received after 45 days a stop-work notice will be sent. Upon resolution of the payment, work on projects and services will begin again.

Payment terms individual projects are defined in each project agreement individually.

Downpayment: An initial payment to cover the first sprint will be required for kickoff. The funds from this deposit will be billed directly against the initial work.

The Way We Communicate

A. Point of Contact

White Label IQ LLC will require one point of contact during the Agreement for clarifying requirements for design, key features, usability, and maintenance issues. White Label IQ LLC requires this person to be available to answer questions arising from the project within 2 business days (subject to reasonable exceptions), and to have authority to make design and related decisions on the system. Customer's Primary Point of Contact ("PoC") may authorize other officers or employees to respond to any issue requiring the technical expertise or may designate a new point of contact by communicating such change in writing to White Label IQ LLC.

B. Project Management & Communication

Business Day / Hour: For the purposes of this contract, "business days" and "business hours" shall be defined as Monday-Friday, from 9 a.m. to 5 p.m. [Mountain Time].

- **Project Tracking Software:**

White Label IQ LLC will manage work using proprietary project tracking software (including wikis, issue tracking, Git integration, announcements, and timelines) and google documents. The Customer's PoC, stakeholders, and collaborators will all have appropriate access to the project and all associated assets. This system will serve as a primary mode of communication, documentation, and reporting. Any approval made within the system by the PoC will be considered official written approval. If more than one Customer contact needs access to this system, additional access fees may apply and will be sent to the Customer for approval before access is given.

- **Text Chat:**

For accounts that meet a spending threshold, White Label IQ LLC will create and use a dedicated Slack channel for general project communication. Slack will not be used as a method for tracking bugs or feature requests, but rather as a place for White Label IQ LLC and our Customers to discuss questions or general project updates.

White Label IQ LLC project managers may ask for formal approval in any communication method (Lariat Hub, Slack, Email), and receive it back from the client. The project manager will articulate that it is a request for approval.

C. Project Response Times

Due to the nature of our project load, White Label IQ LLC is not set up to support on-demand services outside of business hours and any window of time otherwise defined within the SOW. Within the duration of this Agreement, White Label IQ LLC will make every effort to reply to inquiries within two business days except where the Customer has been previously notified of a period of limited availability. White Label IQ LLC will respond in good faith but cannot guarantee any specific action within a given time frame.

Should a specific Service Level Agreement for technical support or DevOps be included in the SOW, response time expectations will be defined in the appropriate section, and for those offering supersede our standard response timeframe.

The Ownership

A. Intellectual Property & Ownership

As defined in the applicable SOWs, White Label IQ LLC will provide the completed deliverables (“Finished Product(s)”) to the Customer in the form of source code files, object code files, data files, rendered assets, paper documents and other asset files. The Finished Product(s) does not include process materials, comps, prototypes, notes, or other assets generated throughout the project unless specifically stated within the SOW. The Finished Product(s) are commonly delivered to the Customer through a file sharing service, the project management system, email and/or through a shared code repository for a limited period of time, with the expectation that the Customer will download the deliverables they desire during the agreed upon window. The Finished Product(s) become the exclusive property of the Customer upon acceptance of delivery and complete payment of all terms as set forth in the SOW(s).

The Finished Product(s) may include content from third parties, integrate with services, open source projects, or whose intellectual property rights (such as copyrights, trade secrets, patents, etc.) are entirely owned by White Label IQ LLC. White Label IQ LLC represents and warrants that it has a legal right to use any such existing content in the creation of the Finished Product(s). The Customer’s right to use such content is subject to the licenses provided in this MSA, the SOW, and licenses specifically defined by their respective owners. Such code and other underlying technologies do NOT become the property of the Customer, only the Finished Product(s). No rights to these dependencies is expressed or implied.

B. White Label IQ LLC Product Lines

White Label IQ LLC’s Frameworks: are development tool sets owned and managed by White Label IQ LLC. These tools are fundamental to the development of large scale custom website and platforms. We utilize them to successfully execute the services defined in the SOW. Code from these tools are embedded and licensed for the Customer’s use in combination with the Finished Product(s). Customer will not distribute or

use the tools on projects outside of those defined within the associated SOWs, or otherwise utilize it in a manner objectionable to White Label IQ LLC. Should the Customer desire to purchase standalone access once this Agreement has expired or for projects not defined in the SOWs, they can do so as part of a separate contract.

White Label IQ LLC's SaaS Products: Any purchase, support or use of a Software-as-a-Service offerings will be done under the terms and conditions of that service and is not covered under the terms of this Agreement.

Finished Product(s): Unless a specific time period is defined within the SOW, Customer may use the Finished Product(s) indefinitely so long as the Customer continues to comply with the terms of this Agreement and any applicable SOW. White Label IQ LLC provides no guarantee outside the terms defined in the SOW to support the Customer's continued use of the Finished Product(s).

The Limits

A. Dependencies

In the event that any aspect of this Agreement is dependent on a separate third party or the Customer's inhouse team, the quality and punctuality of the Finished Product(s) (defined below) may be subject to said party's ability to meet the required timelines and / or level of quality. White Label IQ LLC is not responsible for any delay or defect caused by separate third party or the Customer's in-house teams except in such cases where White Label IQ LLC has engaged such third-party to perform a portion of White Label IQ LLC's obligation under any applicable SOW.

B. APIs & 3rd Party Services

White Label IQ LLC is not responsible for the uptime, performance or stability of any 3rd party service. Should an API or service change and in any way affect the application or alter scope, additional budget may become required and the timeline may be affected. White Label IQ LLC will document all required integration points.

C. Content & Copyright

Customer is ultimately responsible for the creation, entry, design, review, and final quality of all their content. This includes web copy, media files, documents and embedded assets. Specific responsibilities from both White Label IQ LLC and the Customer will be defined in the SOW or documented during the planning phase.

White Label IQ LLC and Customer will both observe applicable copyright and trademark laws. Customer will obtain permission from any copyright owner to use their asset (stock media, code library or snippet, font and 3rd party tool) that has any restrictions, requires payment or affects the copyright or ownership of the deliverable.

D. Accessibility

Applicable deliverables from both White Label IQ LLC and the Customer will comply with the accessibility standards set forth in the SOW at the time of delivery. White Label IQ LLC is not responsible for any accessibility requirements outside the specific deliverables defined in the SOW. Should no accessibility requirements be set forth in the SOW, the customer releases White Label IQ LLC from any obligation from accessibility compliance. Customer is responsible for the accessibility compliance of all web content (user created text, images, video, sound, files) and any/all changes made to the Finished Product(s) by all parties aside from White Label IQ LLC.

E. Hosting & DevOps Services

The Customer is responsible for choosing, paying for, and maintaining any required hosting solutions and associated services. This includes, but is not limited to test, staging, production dns, CDN servers, domains, code versioning hosting, project management tools, documents, data storage, media storage, or other paid services required for the project. White Label IQ LLC is NOT responsible for down time, poor performance, or loss of data caused by the hosting provider. Additionally, White Label IQ LLC is not responsible for any bug caused by changes on the host after the delivery of the work detailed in the SOW, including but not limited to updates to operating system, compile systems, code libraries and languages, or any changes resulting from security violations.

White Label IQ LLC provides DevOps services which includes the configuration of the servers, deployment infrastructure, caching and scaling support, monitoring of performance and establishing redundancy of services. White Label IQ LLC is not accountable for the cost of hosting infrastructure. Any changes in hosting cost due to planned or unexpected fluctuations will be the responsibility of the Customer.

DevOps services typically operate on retainer. In the event of an emergency (an outage or imminent critical failure), if White Label IQ LLC is unable to contact the Customer to secure additional budget, White Label IQ LLC has the discretion to spend up to 12 billable hours at the standard hourly rate in an effort to temporarily address the outage.

All DevOps communication response times will comply with the window defined within Response Time section of this Agreement and the applicable SOW.

F. Backups

White Label IQ LLC maintains internal backups of active project code and design files. This backup system is not intended as a solution for the Customer, rather as a code archive through the duration of this engagement. While the White Label IQ LLC backup system is fully redundant, it is not guaranteed and does not support any content produced by the Customer. The Customer is solely responsible for the backup and restoration of the Finished Product(s) and any associated data should White Label IQ LLC not be engaged to provide ongoing DevOps services.

G. Security

Although White Label IQ LLC makes every effort to provide secure Finished Product(s), due to the nature of rapidly advancing technology, White Label IQ LLC can in no way guarantee that the Finished Product(s) will not be subject to security breaches. White Label IQ LLC recommends the use of strong passwords and the observance of standard security practices. In order to minimize the chances of security violations, systems should be updated often. The Customer is solely responsible for tracking software updates which may affect their system should White Label IQ LLC not be engaged to provide ongoing DevOps services.

H. Independent Contractors

White Label IQ LLC may, at its sole discretion, engage subcontractors to fulfill any portion of this Agreement or the SOW or delegate its obligations to a third party, provided that such delegation shall not relieve White Label IQ LLC of its obligations hereunder or thereunder.

Nothing in this Agreement will create, or be deemed to create, a partnership or the relationship of employer and employee between the parties. White Label IQ LLC shall be responsible for the payment of compensation to its own employees and subcontractors and shall be responsible for the proper reporting and payment of all federal, state, and local taxes due on payments made to White Label IQ LLC by the Customer. The parties shall pay all employment taxes, including, without limitation, worker's compensation, statutory disability insurance and unemployment insurance, applicable to the respective party and its respective employees and subcontractors. The parties shall have the sole responsibility for providing such benefits to its respective employees and/or subcontractors.

Except as otherwise set forth in this Agreement, neither party shall be responsible for the responsibilities, taxes, or otherwise of the other party. Neither party nor any employee or subcontractor employed by either party shall act, appear to act, or be deemed for any purpose whatsoever to be an agent, employee, servant or representative of the other party.

I. Non-solicitation

If during or within one year of termination of this agreement the Customer solicits and then hires or contracts with any employee or independent contractor of White Label IQ LLC, the Customer will agree to pay White Label IQ LLC, a finder's fee of 50% of the annual salary or contract fees offered to the contractor or employee. Said payment will be rendered within 30 days of hiring or contracting the contractor or employee.

J. Limited Liability

The Customer alone shall be responsible for: (a) the accuracy and adequacy of information and data furnished for processing; (b) any use made by the Customer of the output of the software or any reliance thereon; (c) obtaining the required licenses and respect copyright for any and all third party assets including but not limited to fonts, media, and software and; (d) taking any and all steps necessary to enable both parties to fulfill their obligations under this Agreement and any SOW. The Customer shall also be responsible for the continued operation and maintenance of the computer equipment and third party software used with the Finished Product(s), and shall comply with all operational, environmental and maintenance recommendations and requirements of the applicable licensors, vendors and manufacturers.

The Customer agrees that any liability of White Label IQ LLC relating to this agreement and the services performed shall be limited to the amount of fees actually received by White Label IQ LLC from the Customer under this Agreement regarding the services in question, in the immediately preceding 6 calendar months. In no event shall White Label IQ LLC be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property; or any lost sales, profits or data, even if the Customer is told that any such damages may occur.

White Label IQ LLC shall not be liable or responsible, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling any term of this Agreement when such failure or delay results from acts or circumstances beyond reasonable control. Such circumstances include, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, zombie apocalypse, riot, or other civil unrest, national emergency, revolution and insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Customer shall be entitled to give notice in writing to terminate this Agreement.

The Law

A. Review, Expiration or Cancellation

This Agreement is valid for one calendar year beginning on the Effective Date. It will automatically renew for an additional one calendar year term, unless notice of termination or nonrenewal is given by either party, within 30 days of the renewal date. This Agreement may be terminated by either party with a full 30 day written notice. All payments will be due and all work will be submitted upon the termination of Contract.

If notice of termination is given while any SOW is active but before the applicable Final Product(s) has been signed off, White Label IQ LLC will complete the current sprint and prepare all work products for handoff to the Customer. All billable work for the final sprint will be invoiced and deducted from the deposit. In addition, should the total spent not meet the volume discount requirement, White Label IQ LLC may deduct the difference between any Volume Discount that was extended to Customer and White Label IQ LLC's non-discounted rates, if the basis for cancellation is anything other than default by White Label IQ LLC. Any remaining deposit will be returned.

The language of this Agreement shall not be interpreted in favor of or against any party as the drafter of this Agreement.

[Sections](#)

B. Governing Law

Any and all disputes that may arise between White Label IQ LLC and the Customer regarding the terms of this Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. In any action arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

The Dotted Line

A. Review, Expiration or Cancellation

Any change to this contract shall be subject to a mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have so agreed as of the date written below.

Party A: White Label IQ LLC

Acceptance: White Label IQ

Party A's Signature:

A handwritten signature in black ink that reads "BRIAN GERSTNER". The letters are bold and slightly slanted, with a cursive-like flow.

Party A's Print Name: **Brian Gerstner**

Party A's Title: **President**

Date: **Apr 25, 2022**

Party B:

The signatories are company-authorized personnel. If agrees to the terms set forth above and agrees to accept the conditions, then please sign this proposal by clicking the **Accept this Proposal** button up in the top right corner.

This Agreement, including any and all Exhibits incorporated herein, sets forth the entire agreement between the parties with respect to the subject matter hereof.



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