

CHAT ATTENDANT
A CLOUDBRIDGE SOLUTIONS PRODUCT
CHAT ATTENDANT SERVICES AGREEMENT

THIS SERVICE AGREEMENT ("**Agreement**") is made as of the ___ day of _____ 2018, by and between **CLOUDBRIDGE, LLC**, a New Hampshire limited liability company ("**CLOUDBRIDGE**"), and _____, located at _____ ("**COMPANY**").

WHEREAS, CLOUDBRIDGE is a vendor offering website development, hosting, Chat Attendant and related services; and COMPANY desires access to the Chat Attendant services being offered by CLOUDBRIDGE.

NOW, THEREFORE, in consideration of the premises and the representations contained herein, the parties hereby agree as follows:

1. **Services.** CLOUDBRIDGE shall provide to COMPANY the various services, as selected by COMPANY and more particularly outlined on **Exhibit 1 ("Services")**.
2. **Compensation.** CLOUDBRIDGE shall receive compensation for the Services at the rates, terms and conditions outlined on Exhibit 1. AGENCY must authorize and participate in an automatic payment process whereby monthly invoices are paid by either ACH or Credit Card processing.
3. **Term.** The initial term of this Agreement shall be three (3) months, beginning on the day a user completes the Chat Attendant Payment Form via the Paysimple Payment Form (Term). Thereafter, the Term shall automatically renew on a monthly basis, unless otherwise terminated in accordance with Section 4 herein.
4. **Termination** This Agreement may be terminated upon 45 days written notice, for any reason, by either party. Upon termination of the Agreement by COMPANY, COMPANY expressly acknowledges that it will owe CLOUDBRIDGE the complete balance of any service commitments for the remainder of the Term, regardless of whether such Services have been performed or will be performed.
5. **Independent Contractor.** The relationship between CLOUDBRIDGE and COMPANY is expressly acknowledged as that of an independent contractor and under no circumstances shall it be construed as employer-employee, partnership, joint venture, or any other type of relationship.
6. **Prohibited Usage.** Any use of CLOUDBRIDGE services that violates any local, state, federal, or international laws is strictly prohibited
7. **New Services.** It is hereby expressly agreed that as an existing customer, CLOUDBRIDGE shall on occasion be permitted to send to COMPANY marketing materials related to new services or offerings.
8. **Confidential Information.** During the Term of this Agreement, either party ("Disclosing Party"), may disclose "Confidential Information" to the other ("Recipient"). For purposes of this Agreement, "Confidential Information" means any nonpublic, and/or proprietary information. The Recipient shall exercise reasonable care, and use at least the same degree of care it uses in maintaining its own confidential information, in maintaining the Confidential Information of the Disclosing Party.
9. **Indemnity.** CLOUDBRIDGE shall at all times maintain a level of service that meets or exceeds market standards for information technology. However, it is expressly acknowledged that CLOUDBRIDGE makes no warranty as to suitability for a particular purpose or particular industry that may be regulated by state or federal statute. Compliance with such regulations shall remain the exclusive responsibility of COMPANY. The sole and complete recourse against CLOUDBRIDGE for any action under this Agreement is limited to claims of gross negligence related to administering or failure to administer the services provided under this Agreement. And, in no event will CLOUDBRIDGE be liable for consequential or indirect damages, or damages that exceed the amount COMPANY paid CLOUDBRIDGE in the three (3) months prior to the alleged gross negligence.
10. **IP Developments.** COMPANY agrees that all intellectual property developed or invented by CLOUDBRIDGE in connection with the performance of the Services, either solely or in collaboration with others, are and shall be the sole and exclusive property of CLOUDBRIDGE; provided, however, that CLOUDBRIDGE hereby grants a license to use said IP Developments to COMPANY for the duration of the Agreement.
11. **Disputes; Governing Law; Authority.** The parties agree that the state and federal courts sitting in the State of New Hampshire shall have jurisdiction over all disputes arising under this Agreement and that venue for any such dispute shall be laid in the State of New Hampshire. Intending to be legally bound hereby, and with the requisite authority, the undersigned have executed this Services Agreement effective as of the date first written above.

COMPANY

Signature: _____ **Name:** _____ **Title:** _____

SERVICES

Chat Attendant - Premium

1. Live Chat Attendant monitoring your site 24/7 (with exclusions of national holidays)
2. Branded chat windows
3. Unlimited Chat Engagements
4. Email Notifications
5. Text Message Notifications
6. Chat Transcripts
7. Plan Scaling
8. Monthly Engagement Reporting

Additional Services

Any additional services shall be subject to additional fees, agreed to in advance by the parties.

Once this agreement is executed, please return a signed copy along with start-up fee to:

CLOUDBRIDGE Solutions, LLC
Attn: Accounting
234 Lafayette Road
Hampton, NH 03842

Or Email to:
Forms@cloudbridgesolutions.com