

INFOCENTRE SERVICE AGREEMENT

THIS SERVICE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the _____ day of June, 2010, by and between InfoCentre, LLC, with a mailing address of 2598 West Pebble Creek Lane, Lehi, UT 84043 (hereinafter referred to as "Contractor") and YOUR NAME HERE, an individual, located at YOUR ADDRESS HERE (hereinafter referred to as "Company").

RECITALS

- A. Contractor has for some time been engaged in providing business consulting services.
- B. Company requires the services from Contractor that are set forth in Exhibit A attached hereto and made a part of this Agreement (hereinafter referred to as the "Services").
- C. Contractor desires to provide the Services to Company and Company desires to receive the Services from Contractor.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, Contractor and Company agree as follows:

1. **Engagement.** Company agrees to and hereby does engage Contractor to provide the Services. Contractor agrees and accepts said engagement.
2. **Term.** The term of this Agreement shall commence on the date hereof and shall continue until terminated by either party upon THIRTY DAYS (30 days) written notice to the other party.
3. **Compensation.** Company agrees to pay Contractor One Hundred Fifty Dollars (\$150.00) per hour for each hour Contractor and the agents of Contractor spend providing the Services to Company. If Company uses a credit card to pay, an additional three and one half percent (3.5%) will be payable. Company agrees to pay in full upon receipt the amount set forth on each invoice, received weekly from Contractor, for the Services provided to Company. Company agrees to Contractor a non-refundable retainer of \$5,000.00 concurrent with signing this Agreement, as payment in advance for the first 33.33 hours Contractor will provide to Company. Company also agrees to pay for or reimburse Contractor for any and all business expenses relating to providing the Services to Company.

Should any investment, joint venture, acquisition, merger, or project financing, collectively referred to as a "transaction") between the Company and an Investor introduced by Contractor to be closed (A) during the term of this Agreement, or, (B) within one year after the end of the term of this Agreement or after its earlier termination, as the case may be, the Company agrees to pay Contractor a finder's fee upon closing, equal to five percent (5%) of the aggregate investment made in Company by investors introduced to the Company through the efforts of the Contractor. The Company agrees to provide the finder's fee in the form of either stock or cash, at the Contractor's option, directly to Contractor, as funds are received, after escrow is exceeded.

4. **Progress Reports.** Contractor shall provide Company with regular progress reports and, and where possible, samples of work in progress.
5. **Trade Secrets.** Contractor shall not disclose, use, or sell any trade secret of Company except as necessary in the performance of the Services or as specifically authorized in writing by Company. The term "trade secret" shall not, however, include (a) anything that is generally known in the relevant trade or industry or to the public generally, or (b) nonproprietary knowledge, skills, or experience that Contractor would have gained in the course of similar employment or work elsewhere.
6. **Ownership of Software.** Any software developed by Contractor, including any web site development, is and shall remain the exclusive property of Contractor. During the term of this Agreement, Company shall have an unlimited irrevocable nonexclusive license to use any software developed by Contractor for Company pursuant to the terms of this Agreement; provided, however, that such use shall be limited to the internal purposes of the Company. Company shall not, without the prior written consent of Contractor, directly or indirectly (a) disclose, sell, transfer, distribute, loan, reveal, or make available any software developed by Contractor to any person or entity or (b) aid, encourage, or allow any other person or entity to gain possession of or access to any of said software. For the purposes of this Agreement, the term "software" shall mean any and all Computer programs, source code, object code, executable code, functional specifications, design specifications, technical specifications, flow charts, logic diagrams, documentation, and other works of authorship and intellectual property developed by Contractor or the agents of Contractor. The obligations of Company set forth herein shall survive the termination of this Agreement.

13. **Disclaimer of Warranties.** CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED THAT ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY HEREBY DISCLAIMS ANY RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

14. **Disclaimer of Liability** . IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF THE LICENSED SOFTWARE, COSTS OF RECREATING LOST DATA, OR ANY OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF COMPANY, EVEN IF CONTRACTOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST COMPANY BY ANY OTHER PARTY.

15. **Maximum Liability** . THE LIABILITY OF CONTRACTOR FOR DAMAGES TO COMPANY FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OF IN TORT INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE COMPENSATION PAID FOR THE SERVICES THAT CAUSED THE DAMAGES OR THAT IS THE SUBJECT MATTER OF, OR IS DIRECTLY RELATED TO, THE CAUSE OF ACTION.

16. **Allocation of Risk**. This Agreement in general, and the foregoing disclaimers and limitation of warranties and liabilities in particular, represent a mutually agreed upon allocation of risk and the consideration provided for in this Agreement has been calculated to reflect such allocation of risk.

17. **Miscellaneous Payments**. Contractor shall pay all agents, subcontractors, and vendors for all services and products pertaining to this Agreement that are received or purchased by Contractor.

18. **Termination**. In the event this Agreement is terminated, Contractor shall cease all work for Company and shall deliver a final invoice to Company. Upon receipt of said final invoice, Company shall pay Contractor the amount set forth thereon.

19. **General Provisions.**

a. **Interpretation**. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, USA. The paragraph headings contained herein are for convenience and reference only and shall not expand, limit, or otherwise affect interpretation of any provision of this Agreement. Whenever the text requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. Company represents and warrants to Contractor that this Agreement constitutes the legal, valid, and binding obligation of Company enforceable in accordance with the terms herein contained. The provisions of this Agreement shall be deemed and construed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

b. **Entire Agreement**. This Agreement constitutes the final agreement between Contractor and Company regarding the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, and discussions, written or oral, between Contractor and Company with respect thereto. No subsequent modification, amendment, or change of this Agreement shall be binding unless reduced to writing and signed by both Contractor and Company.

c. **Binding Effect**. All provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

d. **Notices**. All notices required to be given hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, to the address of the other party set forth on the first page hereof or to such other address as such party shall have designated by proper notice.

e. **Attorneys' Fees**. In the event Company breaches this agreement, Then Contractor shall be entitled to collect from Company any and all reasonable costs, including attorneys' fees, incurred by Contractor in enforcing this Agreement. Such relief shall be in addition to any other relief to which Contractor is entitled.

f. **No Waiver**. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.
CONTRACTOR:

CONTRACTOR: InfoCentre, LLC

COMPANY: YOUR NAME HERE

C. E. Weeks, III, President

YOUR NAME HERE

EXHIBIT A

(Attached to and forming a part of the InfoCentre Service Agreement between Contractor and Company):

Company requires the following services from Contractor:

THE PROJECT DESCRIPTION:

Assist the Company in the development of a strategic business plan and a fund-raising strategy and investor presentation to profitably develop, promote and manage the company's new game software. Time is of the essence, and every effort will be made to accelerate this effort, within the constraints of time, financial resources and the energy of the participants.

RESPONSIBILITIES OF COMPANY:

Company shall cooperate fully in providing all information, documentation, flow charts, concepts, ideas, etc.