

Limelyte Client Agreement

Promise

- We want our relationship with you to be built upon trust and mutual benefit. As such, we will strive to be as transparent as possible with our methods and workflow. We will make every reasonable effort never to prevent, restrict or burden your ability to work with other developers and consultants. You can be assured that projects we develop for you will be as accessible as we can make them for your business to build and extend should you outgrow your relationship with us, hire in-house or decide there may be a better fit elsewhere.

Payment Terms

- Everything is pre-paid in monthly reserved blocks.

Tracking Time

- Hours don't expire, but we can adjust monthly or every other month as things need to change. If a client consistently uses 100-hrs a month, we will have to adjust our pre-payment to 100-hrs. Likewise if a client purchases 100-hrs and consistently uses 50-hrs, we will adjust to 50-hrs. We normally work from larger blocks of time and clients sometimes use 240 out of 200-hrs or 170 out of 200-hrs in a given month. At every invoice cycle we provide to the client their current positive or negative balance.
- All hours are tracked. We keep time-sheets for all developer time, which clients can request and receive at any time.
- There is no long term commitment. We currently do not require any term other than 30 day notice on changes so we can either ramp up or scale down accordingly.

Availability

- As a priority customer, a client also gets first access to additional developer time when it becomes available. In other words, if a client purchases 100-hrs a month, has a need for 200-hrs this month, they are in the top of the list to get access to developer time for those hours.
- We maintain and track a positive or negative balance on the account as needed. If a client purchases 100-hrs but uses 150 in a given month, their bill for the following month will be for the hour requirement for the month plus their current debit. If a client consistently uses more than reserved, their time reservation will need to be adjusted.

Developers

- All of our developers are local. We don't hire any overseas developers or farm work out to other companies. We have a local personal and professional relationship with everyone on our team.
- We have a wide variety of development skills in-house. For more information about some of the experience we have, see our skillset.

Toolkit

- All customers working under this agreement receive full access to our library of code as needed for any custom projects they pursue under the scope of this arrangement. This library includes pre-built modules of code for things such as: user authentication and management, roles and permissions, activity logging, company and property management, invoicing, payment gateways, 3rd party data vendor integrations, API servers and clients, mobile applications as well as a host of other building blocks.
- You receive a non-exclusive license to use and extend (by us or any other developer or employee) our library of code above as it applies to your business.
- Work we perform for you, is treated as a work-for-hire and as such you will own all code we develop specifically for you or your project.

Workflow

- Every project is placed in a source control repository (we use Git) and all changes to the code are tracked from the beginning. If you have this in place already, we will continue with your project in this fashion. If you do not, we will incorporate this into the normal workflow. This means that every change that we or any other developer implement on your project(s) is tracked line for line for the life of the project. This also provides a permanent revision history for the entire project, creating basic documentation of its history and allowing the restoration of any previous version of the project at any time.
- During development, we setup one or more development environments that are separated from production to allow us to work without interrupting interaction with your regular customers. You will receive access to these development areas so that you can monitor our work and help us verify functionality as needed. We also create an automated deployment for both the development and production environments. When tasks are completed by developers within the test environment and have been approved by you, they go through a QA process here and are then deployed to your production environment using automated tools. Generally, no individual developer will touch the production environment except in special cases or as required for support purposes.
- We provide you and your staff with full access to our project tracking and ticketing system with areas specifically created for your projects. This allows you to submit tickets as needed to help guide the direction and functionality of your projects, as well as participate in the discussion of existing tickets whether they be support issues or new functionality.
- Each project is assigned an individual developer that will act as the primary point of contact for our team and yours. They may do some, all or none of the development on your particular project, but are responsible for understanding your priorities and making sure our group as a whole is aware of those priorities.
- For every monthly block of 10 hours you purchase, we request a regular update meeting between you and/or your staff and your assigned developer contact here up to a regular schedule of 1 meeting per week for 40 or more hours per month of reserved time. These meetings are intended to be brief reviews of priority and can be as long as an hour, or as short as 5 minutes. They can be held here in our office or via a simple conference call. These regular reviews ensure that our team is aligned with yours as best we can be.

_____ Limelyte initials

_____ Client Initials

Mutual Non-Disclosure

This agreement is made and entered into effective _____ by and between _____, and Limelyte Technology Group, Inc., a WA State corporation.

The parties for their mutual benefit, have disclosed or may disclose to one another certain confidential and valuable business and/or technical information ("Confidential Information"), which Confidential Information is proprietary to the party disclosing such information (the "Disclosing Party"), or to its affiliated companies. In order to protect the proprietary and confidential nature of Confidential Information, the parties agree as follows.

1. The party receiving any Confidential Information of the Disclosing Party and/or the receiving party's assigns or successors in interest (the "Receiving Party") shall hold such Confidential Information in confidence and shall use it only for the purpose of determining whether to enter into a business relationship with the Disclosing Party or for the purpose of performing any obligations pursuant to such business relationship(s) as the parties may agree to. The Receiving Party shall hold Confidential Information under the highest possible confidentiality reasonably available to it, but in any event at least as great as the care the Disclosing Party normally takes to preserve its own proprietary or confidential information of a similar nature. The Receiving Party shall use Confidential Information to their employees and employees of their affiliated companies on a need-to-know basis, and shall ensure that the employees to whom Confidential Information is disclosed are subject to the restriction identified herein. The Receiving Party shall not disclose any Confidential Information to any other party without prior written approval of the Disclosing Party. The Receiving Party shall immediately notify the Disclosing Party of any unauthorized release of Confidential Information and shall make all efforts to retrieve and recover all such improperly released Confidential Information.
2. All Confidential Information that is in writing or other tangible form shall be clearly marked by the Disclosing Party with a designation indicating that it is proprietary or confidential. Confidential Information that is not in tangible form shall be designated in a manner reasonably designed to inform the Receiving Party that the information is proprietary or confidential by means including but not limited to clearly marking any diskettes, computer tapes, or other storage media with a designation that the information contained therein is proprietary or confidential, or by providing the Receiving Party with a written summary which describes the intangible information and indicated that it is proprietary or confidential.
3. The restriction on the use or disclosure of Confidential Information shall not apply to any information that the Receiving Party can document is or was:
 - a. Independently developed by the Receiving Party or their affiliated companies prior to the time of disclosure;
 - b. In the public domain without breach of this Agreement and through no fault of the Receiving Party or their affiliated companies;
 - c. At the time of disclosure to the Receiving Party properly known to such party or their affiliated companies free of restriction or lawfully received free of restriction from another source having the right to so furnish such information; or
 - d. Which the Disclosing Party agrees in writing is free of such restrictions.
4. No license under any trademark, patent, copyright, mask work protection right or any other intellectual property right is either granted or implied by the conveying of Confidential Information from the Disclosing Party to the Receiving Party. The disclosure, receipt, or exchange of Confidential Information does not constitute any representation, warranty, assurance, guarantee or inducement by the Disclosing Party to the Receiving Party or vice-versa of any kind with respect to the non-infringement of trademarks, patents, copyrights, mask work protection rights, other intellectual property rights, or other rights of the parties or other persons.
5. Other than as expressly stated herein, neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to enter any contract, agreement, partnership, joint venture, or other business relationship or to make any purchase or sale of products, services, or any other commitment by or between any of the parties or their affiliated companies. Absent agreement of the parties, neither this Agreement nor the disclosure or receipt of Confidential Information shall obligate either party to disclose any additional information.
6. All Confidential Information shall remain the property of the Disclosing Party and shall be promptly returned, or destroyed, upon written request or upon the Receiving Party's determination that they no longer have a need for such Confidential Information. Absent written instructions otherwise from the Disclosing Party, no later than five years from the date of disclosure of any Confidential Information, the Receiving Party shall return, or destroy, such Confidential Information to the Disclosing Party.
7. Each party agrees that all of its obligations undertaken herein shall survive and continue after any termination of this Agreement. Should any part of this Agreement be held unenforceable or invalid, all other parts shall remain in full force and effect.
8. This Agreement constitutes the entire understanding between the parties hereto with respect to Confidential Information.

_____ Limelyte initials

_____ Client Initials

9. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

10. This Agreement shall be governed and interpreted under the laws of the State of Washington. The parties hereby agree that the exclusive venue for any dispute regarding this Agreement shall be in the United States District Court for Spokane County, Washington. The parties hereby acknowledge the unique nature of the Confidential Information, that any actual or threatened disclosure of Confidential Information in violation of the terms of this Agreement will cause substantial and irreparable harm to the Disclosing Party, and that the Disclosing Party is entitled to preliminary injunctive relief to prevent actual or threatened disclosure of Confidential Information in addition to any other legal remedy available to it.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized officers or representatives.

Limelyte Technology Group, Inc.	Company:
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____