

PROFESSIONAL SERVICES PROJECT AGREEMENT

This Professional Services Agreement "Agreement" is made and effective _____, 2007, by and between:
Accelerated Innovations, Inc and _____.

Accelerated Innovations and _____ agree as follows:

BASIC SERVICES: _____ hereby engages Accelerated Innovations and Accelerated Innovations accepts engagement to provide basic website design (4-6 text pages), arrange introductory web hosting services (one year) and deliver primary design of an initial pay per click advertising campaign (1 campaign, up to 300 keywords, 4 ads).

TERM: Accelerated Innovations shall provide services to _____ pursuant to this Agreement for a term commencing on _____ with completion of deliverables (website, hosting, ppc advertising campaign) scheduled for _____. Accelerated Innovations will not be held responsible for delays or omissions caused by a failure of _____ to comply with the Professional Services Project Agreement and the furnishing of required images and text.

PLACE OF WORK: Accelerated Innovations shall render services primarily at Accelerated Innovations' location.

TIME: Accelerated Innovations daily schedule and hours worked under this Agreement on a given day shall generally be subject to Accelerated Innovations' discretion. The personnel of Accelerated Innovations shall be readily available for telephone consultations during normal working hours (8:00AM through 6:00PM M-F – CST).

PAYMENT: Accelerated Innovations will receive initial compensation of _____. All additional compensation for expanded project requirements shall be defined per written addendum to this agreement subject to agreed payment terms. In addition all related reasonable travel expenses will be reimbursed should on site visits be required. In the event that an onsite presence is required compensation at the rate of \$100 per hour plus all related travel expenses will apply. The \$100 hourly rate will be in effect during normal business hours (8:00AM – 6:00PM) plus any other times when specific matters are being addressed. Travel time is excluded from the hourly rate. Travel expenses will be reimbursed to Accelerated Innovations within 10 days of submission.

REFUNDS AND CANCELLATIONS: If _____ elects to cancel the order at any time after signing and returning the Professional Services Project Agreement, _____ must do so in writing with proof of delivery. Any work undertaken to the date of the cancellation will be invoiced to _____ together with any charges incurred by Accelerated Innovations on behalf of _____.

CUSTOMER RESPONSIBILITIES: _____ will provide Accelerated Innovations sufficient information to allow the website design to be implemented. This information shall include text., graphics and other information deemed critical for the successful creation of a search engine oriented website.

Accelerated Innovations will not allow, permit or require the design to include, publish, link or disseminate, whether directly or indirectly, any material that is indecent, obscene, immoral, offensive, defamatory or otherwise unlawful in any form. Should Accelerated Innovations consider _____ to be in breach of this condition, Accelerated Innovations can terminate the Professional Services Project Agreement without compensation to _____.

_____ agrees to pay all taxes pertaining to products or services that may be sold from the website and indemnifies Accelerated Innovations against all liability in respect to the Customer's electronic commerce activities.

_____ will be responsible for obtaining and holding all licenses, permits and other similar instruments applicable to material it supplies to Accelerated Innovations for inclusion into _____ website. This will include, without limitation, copyrights, trade marks, logos, patents, and all such similar instruments.

If _____ fails to provide the material for inclusion in the website as set out in the Professional Services Project Agreement, within three months of the date of the Professional Services Project Agreement, Accelerated Innovations may cancel the Professional Services Project Agreement and recover from _____ any costs, expenses, fees or other charges that have been incurred by Accelerated Innovations to that date.

CONFIDENTIALITY: During the Term of this Agreement, and thereafter for a period of one year, Accelerated Innovations shall not, without the prior written consent of _____, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include but not be limited to, marketing plans, business plans, customer lists, or investor agreements.

INDEPENDENT CONTRACTOR: Accelerated Innovations is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent to _____. Accelerated Innovations shall not be entitle to nor receive any benefit normally provided to _____ employees such as, but not limited to, vacation payment, retirement, health care of sick pay. _____ shall not be responsible for withholding income or other taxes from the payment made to Accelerated Innovations. Accelerated Innovations shall be solely responsible for filing all returns and paying any income, social security, or other tax levied with respect to the payment made pursuant to this Agreement.

ASSIGNMENT: Accelerated Innovations reserves the right to assign or otherwise subcontract all or part of this project.

CONTROLLING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

LIMITATIONS OF LIABILITY: Accelerated Innovations shall have no liability or responsibility to _____ or any other persons-entity with respect to any liability, loss, or damage, caused or alleged to be caused, directly or indirectly, by Accelerated Innovations' services. This limitation includes, but is not limited to, any interruption of service, loss of business or anticipatory profits or consequential damages, resulting from the use of or interpretation of the defined services, or reliance upon any representations or demonstrations by Accelerated Innovations concerning such use of the defined services and in no event shall Accelerated Innovations be liable for loss of profits or any indirect special or consequential damages arising out of any breach of this agreement.

WARRANTY: Accelerated Innovations gives no warranty, either express or implied as to the frequency of accessing the website by visitors or the periods of availability of the website to visitors, neither of which is within the designers control.

FINAL AGREEMENT: This Agreement constitutes the understanding and agreement between the parties with respect to the subject matter hereof and supercedes all prior negotiations, understanding and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

Accelerated Innovations

Company/Individual