

SUDS BRANDING Project Services Agreement

This SUDS Project Services Agreement (the “**Services Agreement**”) is made as of the most recent date appearing below, by and between DRB Systems, LLC, an Ohio limited liability company, doing business as, SUDS Creative (“**SUDS**”), with its principal business location at 3540 E Longwing Ln Suite #220, Meridian, ID 83646 and _____ (the “**Customer**”) [a _____(STATE) company with its principal business location at _____.

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RECITALS

- A. SUDS provides certain services that enhance Site performance using solutions that drive engagement, retention, and business optimization as further described herein.
- B. Customer desires to purchase certain products and services from SUDS for enhanced Site performance.

Now therefore and in consideration thereof, the sufficiency of which is hereby expressly acknowledged by both SUDS and Customer, the parties agree to the following:

- 1. **Purchase of Services.** Customer agrees to purchase the following products and/or services as further defined below in the quantity and for the prices described in Exhibits 1 and 2, which are attached hereto and incorporated herein, and as further listed in the accompanying Order Form prepared and provided by SUDS or DRB (the “**Order Form**”).
- 2. **Incorporation of SUDS Marketing Services Terms and Conditions, SUDS Subscription Services Terms and Conditions and DRB Terms and Conditions.** Customer agrees to be bound by the SUDS Marketing, Project, and Analytics Services Terms and Conditions and the SUDS Subscription Services Terms and Conditions (where applicable) dated January 2023. To the extent that the January 2023 Terms and Conditions are inconsistent with previous Terms and Conditions of Subscription, Retainer, Project or SendIt Terms and Conditions, the January 2023 Terms and Conditions shall govern. Customer further agrees and acknowledges that all Agreements with SUDS and/or DRB, including but not limited to this Agreement, are subject to the DRB Terms and Conditions, per the Order Form.
- 3. **Entire Agreement.** The parties expressly acknowledge and agree that this is entire agreement between Customer and SUDS, superseding any prior agreements between Customer and SUDS with respect to the services selected by Customer.

Project Marketing Services Summary:

- 1. **Branding Development**
 - a. Naming
 - b. Logo
 - c. Brand Guide
 - d. Print Collateral

Project Marketing Services Details:

- 1. **Branding Development and Creation**
 - a. SUDS will identify and propose car wash names that align with the brand vision and brand archetype.
 - b. Customer will be responsible for final selection of name from SUDS-provided options or other options determined by Customer.
 - c. SUDS is not responsible for confirmation of available domain(s) and/or trademark(s). Customer must approve the selected name, bearing full responsibility for any associated risk or development fees.
 - d. After the car wash name is selected, SUDS will develop a brand and logo that aligns with Customer’s response to the creative brief questionnaire and SUDS market research.
 - e. SUDS will provide a brand guide that includes appropriate usage of logos, wordmarks, colors, fonts, and texture on all assets.

2. Meeting with SUDS Project Manager

- a. Meetings (phone call/Zoom) are booked as necessary throughout the duration of the project to discuss branding, pricing, signage, website, and go-to-market strategy, as applicable. Meeting agendas will include:
 - i. Review updates on project implementation including asset review, construction and opening timeline updates.
 - ii. For communications in between meetings, Customer will contact Project Manager through email. Project Manager may coordinate additional communications should they be necessary.

3. Project Timelines

- a. A Branding project will require at least 3 months (90 days) to execute the following:
- b. SUDS will work with Customer to complete all deliverables within a timely manner, but it is Customer's responsibility to inform SUDS of construction and equipment delays and to provide timely approvals to hit project milestones.

4. This package includes the equivalent of the total price divided by \$140/hour of SUDS employee time from kickoff date to project turnover date.

- a. **Hours in excess of this amount will be charged at a rate of \$140/hour. Additional work beyond what was set forth herein will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.**