

**SUDS 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 \_\_\_\_\_.

k

**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:**

Time & Materials

Marketing Projects could include but are not limited to the following:

- 1. **Individual Marketing Campaigns**
- 2. **Branding Development**
  - a. Naming
  - b. Logo
  - c. Brand Guide
  - d. Print Collateral
- 3. **Signage**
  - a. PrecisionPricing (Pricing Strategy)
  - b. Signage Plan
  - c. Signage Design
- 4. **Website Creation & Development**
  - a. Coming Soon page
  - b. Website
  - c. SEO
  - d. Email Set-Up
- 5. **Individual Marketing Campaigns**

Project Marketing Services Details:

**1. Individual Marketing Campaigns**

- a. SUDS will develop and implement one additional marketing campaign per year (in addition to the two membership campaigns outlined above).
- b. Common additional marketing campaigns may include, but are not limited to:
  - 1. Holiday campaign (gift cards, wash cards, etc.)
  - 2. Retail campaign (BOGO, 50% off a wash, etc.)
  - 3. Contact generation campaign (Spin to win, enter to win, etc.)
- c. SUDS will develop all creative needed for the campaign, including on-site signage and collateral, digital and print media, and social media as outlined in the campaign brief.
- d. SUDS will set up ads, perform all media buying, optimize, and create reporting necessary for the campaign including Facebook ads, Google ads, geofencing ads, direct mail, other print materials, and any other media platform outlined in campaign scope as part of the Media Setup & Campaign Management Fee.
- e. If Customer opts to implement additional promotions, then Customer may be required to sign a Change Request Form before the promotion goes into effect.
- f. Customer will be responsible for testing any XPT screen flows and/or codes associated with the promotion.

**2. Branding Development and Creation**

- 1. SUDS will identify and propose car wash names that align with the brand vision and brand archetype.
- 2. Customer will be responsible for final selection of name from SUDS-provided options or other options determined by Customer.
- 3. 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.
- 4. 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.
- 5. SUDS will provide a brand guide that includes appropriate usage of logos, wordmarks, colors, fonts, and texture on all assets.

**3. Print Collateral Design**

- 1. SUDS will design the following standard print collateral assets: gift cards, printed promotional coupons, billboards, business cards, rack cards, posters, brochures, flyers. SUDS will only be responsible for designing the print collateral and providing approved print-ready files.
- 2. Customer is responsible for coordinating the pricing quote, choosing items on the sales/purchase orders, and production lead times with their respective print vendors.
  - 1. SUDS will not be responsible for payment of these items.
  - 2. SUDS will not be responsible for the late shipping/arrival of print collateral.
- 3. if Customer is using DRB Systems, LLC (hereinafter referred to as “DRB” as it relates to products and services specifically provided by DRB, rather than SUDS Creative, which serves as the marketing element of DRB’s brands) as their POS system, we encourage Customers to go through a DRB Preferred Vendor for gift cards and print coupons. SUDS can facilitate the request of these codes through DRB.

**4. Signage Plan and Recommendations**

- 1. SUDS will create a signage map plan and onsite signage recommendations, if needed. Customer is responsible for providing SUDS with the most up-to-date site layout plan in high-resolution PDF. SUDS will only be responsible for designing the signage assets and providing approved print-ready files.
- 2. Signage project does not include AutoCAD renderings of the car wash site.
- 3. The signage map will only include proposed on-site marketing signage. External signage (building and monument sign) is excluded from the map.
- 4. Customer will be responsible for where to place signage on-site.
- 5. Customer is responsible for coordinating pricing quote, choosing items on the sales/purchase orders, and production lead times with their respective signage vendors.
  - 1. SUDS will not be responsible for payment of these items.
  - 2. SUDS will not be responsible for the late shipping/arrival of signage.

## 5. Signage Design

1. SUDS will design tunnel signage, on-site signage and pay station assets (screens and pay station decals) for express car wash only.
2. Customer is responsible for providing SUDS with the appropriate pay station templates if working with a POS (Point-of-Sale) vendor other than DRB.
3. Customer is responsible for providing SUDS a sales order or a list of all tunnel and on-site signage that needs to be designed, including but not limited to: dimensions, templates, and samples.
4. SUDS will design all assets and provide proofs to Customer for approval.
5. Customer is responsible for timely approval of all signage assets and getting them to the vendor on time for expected production lead times.
6. Signage design does not include AutoCAD renderings of the car wash site.
7. Signage for non-express car wash services (full-service, self-serve, in-bay, detail, etc.), gas stations, C-stores (convenience stores), oil and lube, and other businesses occupying the property are not included in the project scope. Upon Customer request, these will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.

## 6. Website Creation and Development

### 1. Website

1. SUDS will create a WordPress website using the approved branding. SUDS will write the copy, design the pages, develop the website environment, and launch the website.
2. Five (5) main website pages included in the project scope are home page, wash menus and go unlimited membership page, contact us page, hours, and locations page, and one additional page of Customer's choice. Additional website pages will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.
3. Website animation is not included in the website project scope. If Customer requests animated elements, these will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.
4. Additional website pages, functionalities, and plugins such as appointment scheduling systems are not part of the new website project scope. These will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated. The fee for purchasing plugins will be invoiced separately. If functionality requires API connection, this will be scoped separately.
5. SUDS will provide design proofs to Customer before proceeding with coding and development. SUDS will provide a link to the beta website for Customer review and approval before going live.

### 2. Domain

1. SUDS will purchase website domain and the cost of domain is included in the Project contract, provided that the cost of preferred domain is \$25 USD or less. If the domain price is over \$25 USD, Customer will be invoiced for the domain purchase.
2. Upon contract completion, domain ownership and maintenance will be transferred to Customer.
3. If Customer prefers to purchase their own domain, Customer will be responsible for providing SUDS access to the domain registrar and full DNS records.

### 3. Coming Soon Page

1. SUDS can design and develop a coming soon splash page before car wash opening once the website domain has been purchased.

### 4. SEO

1. Basic SEO services listed below are included in the website project:
  1. Setting up website metadata
  2. Listing website sitemap with Google
  3. Registration with Google Search Console & Google Analytics
  4. Targeting keywords
  5. Configuration of the Basic Yoast WordPress SEO plugin

5. **Hosting**
  1. Website hosting service is included in the project fee and will continue until the termination of this Agreement. Upon termination, Customer must either establish themselves as the registrant with the current hosting provider or can choose to move to another hosting provider.
  2. If the Customer remains with the current hosting provider, SUDS will facilitate the domain redirect to the Customer's registered account.
  3. Should the Customer wish to transfer hosting services, SUDS will package up the website and Customer will be responsible to provide the packaged website to the hosting service provider.
  4. If Customer wishes to do a direct transfer from SUDS to another hosting provider, this will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.
  5. If Customer opts to move to another hosting provider, SUDS will transfer the domain to the provider/account of their choice. Customer will be responsible for maintenance of SSL certification following transfer.
  6. If Customer has not initiated hosting service transfer after 60 days of contract termination, SUDS will turn off hosting services without notice.
  
7. **Email Setup Service**
  1. SUDS will set up an info email domain using the Customer's new website domain purchased by SUDS. Additional email domains (up to 10) will be invoiced at \$30/yr per email. If Customer opts in for either Microsoft 365 Business or Google Suite email services, the costs per email domain may vary.
  2. If website domain was purchased independently, Customer will be responsible for providing SUDS access to their website domain registrar for email domain setup.
  3. Upon contract termination, email domain ownership will be transferred to the Customer.
  
8. **Social Media Management**
  1. SUDS will create a go-to-market digital ad calendar for the 90-day campaign, which will be provided to the Customer for approval prior to scheduling. This calendar only includes digital ads and not social engagement posts on the feed.
  2. SUDS will not manage customer comments, direct messages, or reviews on any digital media platform.
  3. SUDS can help with initial setup of social media pages and will provide Customer login credentials. Customer is responsible for keeping SUDS updated on any changes to the login credentials during the go-to-market campaign.
  4. Customer will have access to social media accounts and is encouraged to supplement SUDS digital ads with additional posts using on-site photos at the car wash.
  
9. **Email Marketing & Automation\***
  1. SUDS Proprietary Marketing Automation Software
    1. Use of the proprietary SUDS marketing automation software is only available through SUDS as a managed services offering. Direct access is not available.
    2. SUDS proprietary marketing automation software is included with the project fee during the duration of the contract. This will require an email domain to setup the software. The Customer will be responsible to provide SUDS with this email domain if the Customer has created the email domain setup independently.
    3. Customer can request contact lists, email or automation reports, and/or activity or information about a contact at any time from the Marketing Manager. Requests must be submitted to the Marketing Manager in writing and will be accommodated, to the extent possible, within 7 business days. Upon completion of contract, the account will be deactivated. Customer owns contacts and will be provided a CSV file of contacts upon contract completion or termination, provided Customer has fulfilled its payment obligations.
  
  2. Email Automation
    1. SUDS will create and manage email automations associated with the 90-day go-to-market campaign.

**SUDS Subscription Services Terms and Conditions apply to the SUDS Email Automation Solution.**

- 10. SUDS Subscription Services.** SUDS subscription services, including but not limited to, SendIt Powered by SUDS, ScanIt Powered by SUDS, ShoutIt Powered by SUDS, ChurnBurner Powered by SUDS, and StatsDashboard are NOT included in the project fee and may be purchased separately through the execution of a SUDS Subscription Services Agreement. Additional fees for ODBC (Open Database Connectivity) or API connections may apply.
- 11. SUDS Analytics Services.** SUDS offers SiteSelect Powered by SUDS and PrecisionPricing Powered by SUDS. PrecisionPricing Powered by SUDS and SiteSelect Powered by SUDS are NOT included in the project fee and may be purchased separately through the execution of a SUDS Analytics Services Agreement.
- 12. Sales Scripts and Training Resources.** SUDS will provide a promotional sales script tailored to the on-site free wash promotion, as well as a sales script to use for selling during non-promotional periods.
- 13. Meeting with SUDS Project Manager**
  1. 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. Meeting agendas will include:
    1. Review updates on project implementation including asset review, construction and opening timeline updates.
    2. Review updates on campaign performance during the go-to-market campaign including media budget spent, impressions, clicks, click-through-rate, cost-per-click, landing page sign-ups, coupon redemptions, unlimited members gained, and/or other applicable metrics dependent on campaign goals
    3. For communications in between meetings, Customer will contact Project Manager through email. Project Manager may coordinate additional communications should they be necessary.
- 14. Project Timelines**
  1. Will be defined at the start of the project based upon size and scope
  2. 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.
- 15. This package is based upon time and materials.**
  - 1. Hours will be billed at a rate of \$140/hour**
  - 2. 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.**

[SIGNATURE PAGE FOR SUDS PROJECT SERVICES AGREEMENT TO FOLLOW]

*IN WITNESS WHEREOF, SUDS and Customer have executed this Agreement upon the most recent date listed below.*

**DRB Systems, LLC, dba SUDS**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CUSTOMER:**

\_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

[Signature Page to SUDS Project Services Agreement]

**Exhibit 1 – Pricing**

Description	Fees
Full Project	\$60,000

**Exhibit 2 – A La Carte Pricing**

Description	Fees
Branding Project	\$15,000
Signage Project	\$15,000
Website Project	\$15,000
Go-to-Market Project (includes media)	\$24,000
Hourly Rate (outside of package)	\$140