SOFTWARE CUSTOMIZATION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on the date of purchase of the Business-in-a-Box from House Cleaning Pro, between House Cleaning Pro ("Developer"), with its principal place of business located at 340 S Lemon Ave. #5438, Walnut, CA 91789 and House Cleaning Pro Business-in-a-Box Customer ("Client"), with its principal place of business located in the House Cleaning Pro AMEMBER System, and shall be effective as of the purchase date of the Business-in-a-Box product (the "Effective Date").

RECITALS

WHEREAS, Developer is engaged in the business of software application development and customization,

WHEREAS, Client has acquired a license to use and modify the software known as Free WordPress Website included with the purchase of the Business-in-a-Box (the "Software"),

WHEREAS, Client wishes to utilize the services of Developer in connection with the customization of the software pursuant to certain specifications, and for client's sole and exclusive use. The Free WordPress Website offer is not available as a download due to the limitations of the developer license for the Genesis platform from StudioPress. The Free WordPress Website is only available when customized and installed by House Cleaning Pro.

NOW, THEREFORE, Developer and Client agree as follows:

1.   Scope of Services

Developer will perform the customization services described in Exhibit A ("Statement of Work" or the "Work"), in order to develop and implement the modifications to Software according to the specifications and completion times set forth therein. Client will cooperate fully with Developer's reasonable requests for information and data necessary for the completion of the Work.

2.   Price and Payment Terms

Client will pay Developer for the Work at the price and on the terms set forth in Exhibit A. The price set forth in this Agreement does not include taxes. If Developer is required to pay any federal, state, or local taxes based on the services provided under this Agreement, these will be separately billed to client. Developer will not be liable for any interest or penalties incurred due to late payment or nonpayment of these taxes by Client, but instead Client will be fully responsible for payment of said interest and penalties.

3.   Term and Termination

Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of Developer's Work as provided herein. Client may terminate this Agreement

without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Developer for all of Developer's Work performed up to the date of termination (for paid services). Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedy for breach. The customized website license does not extend to clients who have requested a refund on the Business-in-a-Box. If the customized website has been installed on the client's domain, the refund will not be issued until the website is deleted.

4. Ownership of Intellectual Property

To the extent that Developer has received payment of compensation from House Cleaning Pro to develop the website template, Client has no rights to claim ownership of the template. House Cleaning Pro remains the sole owner of the original Software and/or any works derived therefrom. Client retains the rights to the content/text that is used to customize the original Software. Client hereby grants to Developer a non-exclusive license in the Software for the sole purpose of allowing Developer to perform its obligations under this Agreement and for no other purpose.

5. Confidential Information

A.   All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of Developer's Work.

B.   All information relating to Developer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C.   These obligations of confidentiality will extend for a period of 12 months after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer as to the Work

Developer warrants the Work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. Client must report any material deficiencies in Developer's Work to Developer in writing within thirty (30) days of Client's receipt of the Work. Client's exclusive remedy for the breach of the above warranty will be the re-performance of Developer's Work within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES. This warranty is null and void if Client receives a refund for the Business-in-a-Box from House Cleaning Pro.

7.   Representation and Warranty as to License Rights

Client warrants and represents that it is authorized to use and modify or permit Developer to modify the Software as provided herein.

8.   Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Developer's Work, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold Developer harmless against any claims incurred by Developer arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Developer's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to Developer.

9.   Relation of Parties

The performance by Developer of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Developer and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10.   Employee Solicitation/Hiring

During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party within six (6) months immediately prior to the alleged violation.

11.   Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. If Client sells its business to another person or firm, such consent will not be unreasonably withheld. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of California. The arbitration will be held in California. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Developer House Cleaning Pro   House Cleaning Pro Business-in-a-Box Customer

    By: Anne-Marie Moore   By: Name on Customer Record

    Title: Owner & Managing Director   Title: AMEMBER Customer Record

<p style="text-align: center;">**EXHIBIT A: STATEMENT OF WORK**</p>

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PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1.0   Project Background
Customization of a WordPress business website included in the Business-in-a-Box product from House Cleaning Pro.

2.0   Scope
Customization to be completed includes:

* WordPress General settings
* Home page
* About Us page
* Contact Us page
* Privacy Policy page
* Terms of Use page
* eMail Addresses used for plugins on the site
* Offer for MailPoet plugin on home page
* Customization of existing logos or the installation of client's logo
* Google Sitemap parameters
* Customization of theme colors
* Installation on client domain

All customization instruction are submitted by Client via the Website Order Form as specified in the report, BusinessWebsite.pdf included in the Business-in-a-Box product.

Note: Client is responsible for setting the variables in the Appointments Lite plugin (if different than the default settings)

Note: Client is responsible for setting the variables in the Testimonials Basics plugin (if different than the default settings)

Note: Client is responsible for learning how to use the Appointments and Testimonials plugins or request us to disable them.

Note: Client is responsible for learning how to use the MailPoet plugin to send newsletters, display the Instant Quote, and respond to eMail leads collected in the WordPress Dashboard.

3.0   Key Tasks and Milestones
n/a

4.0   Project Deliverables
Subject to existing workload, the deliverables described hereafter (the "Deliverables") will be provided to Client in final form upon completion of the tasks described in this Statement of Work. Preliminary or draft versions of these Deliverables will be made available to Client for review during the course of the Project.

Deliverables are defined in 2.0 Scope

5.0   Time and Cost Estimates
The work is performed and delivered as defined in 2.0 Scope with all information provided by Client. Additional functionality and additional customizations are not included, but will be quoted at the current rate.