



Service Agreement

This Agreement is in conjunction with **WebsiteCenter.com Cost Estimate Sheet** referenced and attached herein as part of this Agreement, signed and approved by _____ dba _____ (**hereinafter referred to as "Client"**) as signatory below.

Client Name:
Company or Domain:
Address:
City, State & Zip:
E-mail address:
Phone:
Drivers License:
SSN – Last 4 Digits or
EIN #:

Our desire is to delight the Client. One way is to make clear our understandings with each other and the terms of our agreement:

1. Authorization. The above-named Client is engaging WebsiteCenter, Inc., a Nevada corporation dba WebsiteCenter.com, located at 500 N. Rainbow Blvd., Suite 300, Las Vegas, NV 89107, as an independent contractor for the specific project of developing and/or improving an Internet WWW website to be installed on the Client's web space on a web hosting service's computer server. The Client hereby authorizes WebsiteCenter.com to access this web hosting account, and authorizes the web hosting service to provide WebsiteCenter.com with "read, write, modify and delete permission" on Client's web hosting directory, cgi-bin directory, and any other directory or programs which need to be accessed for this project. The Client also authorizes WebsiteCenter.com to publicize their completed website to search engines, as well as other Web directories and indexes available online.

2. Standard Website Package Elements:

- The text content of each web pages developed will be supplied by the Client and executed as specified by the Client.
- When referring to a "web page" it is defined as 8-1/2" x 11" in printed hard copy. Each additional pages beyond the scope of work will be billed at \$95.00 for each additional web pages with each page graphics and photos at an average of three (3) per web page. Additional graphics and photos may incur additional cost.
- Texts supplied by Client must be provided in digital TEXT (.txt) format via email, CD, Flash drive or approved standard media ONLY. 1000 words per page allowed without additional cost as long as it is provided in proper text format. Web pages of more than 1,000 words or more may be subject to additional fees. Retyping of text may be subject to additional cost especially if it requires a great deal of special formatting.
- Client to provide finished digital company logo, photos, artwork, graphics plus any and all marketing materials or digital copies agreed upon and listed in the attached signed Project Time Schedule, now part of this Agreement by this reference as Exhibit A.
- Additional cost may apply for custom graphics or flash work done.

- **Template and Graphics Package.** Beginning with our Standard Web Design Package, all web design packages include client-provided website design layout or client-selected website design template and color scheme from WebsiteCenter.com's website theme library. A masthead graphic on the first page (simple custom graphic incorporating company logo); and top-of-page graphic for all other pages. Basic computer generated colorful lines, bullets, colored and textured background are included via HTML, CSS and JavaScript are included at no additional charge. If the Client opts not to utilize our template library and does not supply WebsiteCenter.com a complete set of instruction or a specific set of graphics for each and every web page within one (1) week from the date of this signed Agreement, WebsiteCenter.com, in working with or without Client, will then select the final web site template graphic layout and selection on Client's behalf.
- Inclusion or incorporation of photos and other miscellaneous graphic images supplied by Client to applicable web pages (*up to an average of 3 photos or graphics per page in standard web page or online store product page, in addition to masthead and top-of-page graphic*). Scanning, cropping and enhancement to graphics, photos or any digital products may incur additional cost.
- E-mail/phone consultation: WebsiteCenter.com will provide up to two (2) hours of consultation regarding the Internet, web hosting, internet marketing strategies, web design structure, and other helpful online tools at no additional cost.
- Links to external pages, up to an average of two (2) per page.
- Installation or uploading of web pages on Client's web hosting service.
- Minor updates and changes to existing text on web pages for up to thirty (30) days from date of launch, subject to the limits outlined herein. Additional changes outside the scope of the project will be billed at Standard Hourly Rate or Web Site Management and Maintenance Hourly Rate. For online stores, this includes only standard company web pages, not product pages or the ordering system pages.
- E-mail and Online Form generated on Contact Us web page will be redirected to any e-mail address the Client designates.
- Feedback form - Basic PHP or CGI online forms included. This shall not exceed Ten (10) form fields. Additional custom form fields may incur additional cost.

3. Standard Website Packages: The text content of the web pages will be supplied and approved by Client and executed as specified by the Client. This website package includes up to _____ web pages. When referring to a "web page" it is defined as 8-1/2" x 11" in print or hard copy. In case the Client desires additional standard web pages beyond the original number of pages specified herein, the Client agrees to pay WebsiteCenter.com an additional **\$95.00** for each additional web page which includes any and all graphics and photos at an average of three (3) per web page. Where custom graphic work is requested (beyond the scope of the "Graphics Package" detailed above), it will be billed at the Standard Hourly Rate or Web Site Management & Maintenance Hourly Rate as specified in the approved Cost Estimate Sheet.

4. Online stores: It is understood that total prices calculated below are likely to vary from the final amount because of common factors involving e-commerce web sites e.g. change in product quantities, new or deleted categories, number of small and large photos, enhanced product specifications, etc. when finalizing an online store. Therefore, a signed Cost Estimate Sheet from WebsiteCenter.com is attached and referenced herein and governs the prices for this Agreement. Notwithstanding any prices listed in literature or on web pages, the

Client and WebsiteCenter.com agree that the services described above in this section shall be completed for \$ N/A and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed based on prices in the approved Cost Estimate Sheet.

Additional products and/or product photos added after the store is ready for advertising to the web search engines will be calculated for actual time spent at the hourly rate as specified in the Web Site Management & Maintenance Hourly Rate below or as agreed upon in the approved Cost Estimate Sheet.

5. Web Site Management & Maintenance Hourly Rate. All web design packages include minor web page update to standard and e-commerce web pages over a 30-day period from the date the web site was launched online. This free 30-day update includes updating and/or correcting links and/or making minor text changes to a sentence or paragraph ONLY. It does not include removing nearly all the text from a page and replacing it with new text. If the Client or Clients agent other than WebsiteCenter.com attempts to update the Client's web pages or web site on their own, outside of WebsiteCenter.com, time to repair any and all damage to web pages will be assessed at the Standard Hourly Rate or at Web Site Management and Maintenance Hourly Rate, and is not included as part of any web site design packages.

Additional changes requested by Client that is outside the scope of project will be billed at the minimum hourly rate of **\$85.00 per hour** in compliance with Web Site Management and Maintenance Program hourly rate. These rates shall also govern additional work authorized beyond the maximum rate specified above for such services which may include but not limited to general and advanced Internet orientation education, marketing consultation, web page design, audio/video/graphic editing, modifying product pages and databases in an online store, artwork, photos, custom graphics services, and helping Client(s) learn how to use their computer and/or web site related online tools. Custom PHP, ASP, XML, Javascript and CGI programming or any use of existing or non-existing computer programming languages or coding may incur additional cost and are NOT INCLUDED in ANY of the web design packages.

6. Changes to Submitted Text. Please send us your **draft and final text in digital (.txt) format for immediate inclusion to Client web pages.** Time required to make substantive changes to Client-submitted text after the web pages have been constructed will be additional cost and billed at the Standard Hourly Rate Applicable.

7. Web Hosting. The Client understands that web hosting account creation and services require that a separate contract be written for such service whether said service is acquired at WebsiteCenter.com Web Hosting Services or with a reputable web hosting service provider. If the Client agrees to select WebsiteCenter.com web hosting service or any outside web hosting provider, Client has agreed to provide and allow WebsiteCenter.com full access to the website and cgi-bin directory of said web hosting account via File Transfer Protocol (FTP) software program and/or via telnet whenever necessary without any delay or interference from third parties. The Client further understands that if a web hosting service outside of WebsiteCenter.com is necessary, and the outside web hosting standards and services do not work, providing a substitute web hosting solution to Client whether it is provided by an outside web hosting service provider or by WebsiteCenter.com Web Hosting Company, may incur additional charges.

The Client further acknowledges and understands that with use of File Transfer Protocol (FTP) and related Hosting Account Information provides a means to access Clients' website on their hosting account. Client has been advised that WebsiteCenter.com has a copy of all websites on our network, which are uploaded to the live server whenever changes are made to affected web pages. When a Client is provided its own FTP information, Client is then provided unlimited opportunities to upload and/or download modified web pages directly to and from the web hosting server which renders our stored and maintained copies of Client web pages on our network virtually outdated. Therefore, if Client later request changes to a web page(s) without proper notice or information regarding previous changes will result in older copies of the website overwriting any current or new copies online.

By signing this Agreement, the Client acknowledges that upon release of the web hosting FTP Information, the Client is solely responsible for control of their website. If you would like to request WebsiteCenter.com to perform work on your website once control has been relinquished by WebsiteCenter.com, the Client agrees to inform us that the website has been changed by Client or its agent on a regular or as-needed basis, so WebsiteCenter.com can update its local copies of web pages and files prior to conducting any changes to web pages. If for any reason there is any miscommunication, Client agrees to pay any and all fees or charges to WebsiteCenter.com to restore the affected web page content to its original form. Client is to be aware that once WebsiteCenter.com has made the requested website update, the Client should download all web site files from the server to their local computer for their use and reference as well as a subsequent back-up copy.

8. Completion Date. WebsiteCenter.com and Client must work diligently together to complete the website within the time allotted of three (3) weeks. WebsiteCenter.com agrees to work as expeditiously as possible to complete the website in a timely manner.

If for any reason the web site package is not complete within the three (3) week allotted time from the date this Agreement was signed, the entire amount or any unpaid balance thereof on the contract will become due and payable and all work will be halted until final payment is received in full. If Client has not submitted final approval of the web site seven days (7) after the three (3) week period has expired, an additional continuation fee of Ten Percent (10%) of the total contract price will be incurred and assessed each and every month until the website is approved, finalized, posted and available online. **X**_____ (initial)

9. Payment of Fees. Fees to WebsiteCenter.com are due and payable on the following schedule: For web site design packages, a deposit of Seventy Five Percent (75%) of the TOTAL AMOUNT upon signing of this contract will be due and payable and Twenty Five Percent (25%) of the balance will be due and payable when the approved and final web pages have been constructed and posted live on the Internet's World Wide Web or at Client's assigned network. If the total amount of the web site design package and/or contract is less than One Thousand Dollars (\$1,000.00), the entire total amount shall be due and payable upon signing of this Agreement. In case Client has not secured a web hosting service by the time the web pages are completed, the web pages may be delivered to the Client on compact disc (CD) or any approved external media e.g. flash drive or as an attachment to an e-mail message, if economical. Advertising the pages to online search engines and updating will occur only after the final payment is made. All payments will be made in United States Dollar funds only.

10. Assignment of Project. WebsiteCenter.com reserves the right to assign employees, staff, subcontractors and/or third-party vendors to this project to insure on-time completion.

11. No Solicitation. Client is prohibited from soliciting WebsiteCenter.com staff, employees, its directors and assigns for related or non-related work to be done outside of WebsiteCenter.com office environment and control, whether it directly or indirectly benefits assigned project or not, as described in this Web Design Agreement. Any action pertaining to solicitation is viewed as a direct conflict of interest by all parties involved. Any action thereof violates legal, moral and business ethics at all level. Notice is hereby given that WebsiteCenter.com will reserve its right to exercise its options which includes but not limited to legal action and prosecution to the full extent of the law, immediately upon discovery of such violation.

12. Legal. WebsiteCenter.com does not warrant that the functions contained in these web pages or the Internet website will meet all Clients' requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the *web pages and website* is with Client. In no event will WebsiteCenter.com be liable to the Client or any third party for any damages, including any lost profits, lost savings or ANY other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if WebsiteCenter.com has been advised of the possibility of such damages. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

13. Copyrights and Trademarks. The Client represents to WebsiteCenter.com and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to WebsiteCenter.com for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend WebsiteCenter.com and its, owners, employees, directors, subcontractors, affiliates or associates from any claim or suit arising from the use of such elements furnished by the Client.

14. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend WebsiteCenter.com and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

15. Copyright to Web pages. Copyright to the finished assembled web pages produced and designed by WebsiteCenter.com, until fully paid, is owned by WebsiteCenter.com. Upon receipt of final payment of this contract, the Client is then assigned **full exclusivity** and ownership for the use of the finished website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners which includes but not limited to third party vendors or companies i.e. Microsoft, GoDaddy, Linux, IStockPhoto, Cartmanager or Ipayment, just to name a few. WebsiteCenter.com and its subcontractors, vendors, affiliates or agents retain the right to display Client graphics and other design elements of the finished web site for inclusion on its portfolio as examples of work.

16. Payment of Web Site Management & Maintenance Fees and Charges. In order for WebsiteCenter.com to remain in business and support Client in all current and future online endeavors, payments must be made promptly. Delinquent invoices will be assessed a \$15 charge (per invoice) if payment is not received within three (3) days of the due date. If

an amount remains delinquent ten (10) days after its due date, an additional 15% penalty (based on the total amount due) will be added for each and every month the invoice is delinquent. WebsiteCenter.com reserves the right to remove any and all web pages from being viewed on the Internet until final payment is made to WebsiteCenter.com. In case collection proves necessary, the Client agrees to pay any and all fees incurred by that process. *This Agreement becomes effective only when signed by WebsiteCenter.com.* Regardless of the place of signing of this Agreement, the Client agrees that for purposes of venue, this contract was entered into in Clark County, Nevada, and any dispute will be litigated or arbitrated in Clark County, Nevada. Please pay on time.

17. Sole Agreement. The terms agreed upon contained in this "Web Site Design Agreement" constitutes the sole agreement between WebsiteCenter.com and Client regarding this website. Any additional work not specified in this Agreement and Cost Estimate Sheet must be authorized by a written Work Order.

18. Initial Payment and Refund Policy. The total amount of this contract is \$_____ (see attached Cost Estimate Sheet). This Agreement begins with an initial payment or full payment of \$_____. If the Client halts work and applies in writing by registered letter for a refund within three (3) calendar days from the date stated herein to the Sales Director of WebsiteCenter.com, 500 N. Rainbow Blvd., Suite 300, Las Vegas, NV 89107, any and all work completed and time spent thus far shall be billed at the Standard Hourly Rate or at Web Site Management & Maintenance Hourly Rate as specified in the attached Cost Estimate Sheet, as referenced herein as part of this Agreement, and deducted from any and all payment received thus far, the balance of which shall be returned to the Client, if any. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the Client shall be liable to pay for all work completed at the Standard Hourly Rate or at Web Site Management & Maintenance Hourly Rate as specified in the attached Cost Estimate Sheet.

The undersigned agrees to the terms of this Agreement on behalf of his or her organization or business.

CLIENT:

On behalf of the Client (authorized signature):

_____ Date _____

Name:

Title:

WEBSITECENTER.COM

On behalf of WebsiteCenter.com (authorized signature)

_____ Date _____

Name: Eric Tan

Title: Chief Operating Officer