

TERMS AND CONDITIONS

Have the authority to execute this document on behalf of the Client Company named above. The Client Company and I agree to be bound fully by the covenants specified on this Agreement and any attachments herein, including but not limited to the Copyright Warranty Agreement and Hosting Service terms. Under the terms and conditions of this Agreement **WSI** an independent contractor and the Client agree as follows:

1.0 Invoice and Payment of Fees Terms

- 1.1 This agreement represents the order for all services and development costs herein. This agreement shall have a term of one year unless otherwise terminated under Interpretation of Agreement Terms. Annually a new agreement shall be entered upon.
- 1.2 The Client shall pay for all Solutions, Services and any other costs specified in this Agreement and in the attached Proposal. The Client agrees to pay a non-refundable deposit rate of forty (40%) percent upon execution of the Agreement. Balance due upon delivery of the Solution or Service.
- 1.3 **WSI** will invoice the Client for hosting fees as agreed in this agreement and attached proposal. The annual hosting fee is payable to the **WSI** one month in advance of the first month when hosting begins. Hosting is due upon the receipt of invoice.
- 1.4 Any additions, changes, upgrades or enhancements outside the specifications of this Agreement and attached Proposal are exclusive of this agreement and subject to further charges. The Client agrees to sign a new agreement and the **WSI** reserves the right to apply new fees.
- 1.5 Third Party Service Providers may update their service, processors and products from time to time affecting the functionality of the Client's complete Internet Solution post-completion. These changes are beyond the **WSI's** control. Upon fulfillment of the Internet Solution Proposal outlined herein, **WSI** under this agreement shall not be responsible to upgrade or modify the Internet Solution to comply with such updates. Any such upgrades are subject to a new Agreement with applicable fees.
- 1.6 The Client shall be invoiced on a monthly or annual basis for Maintenance Services, Subscription Fees or Leasing Payments as outlined under these terms and conditions. The Client agrees to make payment upon receiving an invoice and understands that services may be suspended or terminated upon non-payment.
- 1.7 The Client acknowledges and agrees that the **WSI** reserves the right to change Monthly Fees at any time providing 30 Days Notice.

2.0 Internet Solution Development and Maintenance Terms

- 2.1 The Client acknowledges and agrees that **WSI** may provide websites to other businesses including those in the same or similar line of business as the Client.
- 2.2 Website production timelines may vary due to many dependencies including but not exclusive to, delay of client input and approvals at each stage of the development process. Client changes during the development process will also delay timelines and will be subject to additional charges not outlined herein this agreement. **WSI** reserves the right to restrict all changes to the Proposal until after this agreement and the attached proposal have been fulfilled in order to deliver the Solution to the Client in a timely manner.
- 2.3 In no event shall **WSI** or its agents, be liable to the Client for any damages, whether direct, indirect, consequential, exemplary, punitive or otherwise, arising out of any service provided or arranged by **WSI**. **WSI** shall not be liable for any error, omission, defect or deficiency in any service or solution, which may result from, but not exclusive to, the Client's failure to provide complete, accurate and current information to **WSI**.
- 2.4 With the exception of trademarked, copyrighted or other proprietary information regarding pictures, images or logos that directly identify the Client, the Client grants to **WSI** an indefinite, irrevocable, royalty-free, unrestricted right to use, transfer, modify and maintain content prepared by **WSI** on the Client's website while Hosted with **WSI**.
- 2.5 Although **WSI** shall have the right to approve the design, content and links to and from the Client's website, **WSI** assumes no responsibility to do so. The Client agrees to be solely responsible for the content of its website and accuracy of all information provided.
- 2.6 The Client agrees that **WSI** has fulfilled the Internet Solution outlined in the Proposal upon Final Client Sign Off.
- 2.7 The Client agrees to hold no ownership rights to web development code of Leased or Subscription Solutions or Services such as, but not limited to ICE WEB or any other web solution developed.

3.0 Hosting and ASP Services Terms

- 3.1 Under no circumstances shall **WSI** or its agents be liable to the Client for any network interruptions beyond **WSI's** control, including without limitation, any downtime regarding computer servers or interruption of Internet Service Providers.
- 3.2 **WSI** reserves the right to control and restrict any content on the Client's website and shall have sole discretion to terminate Hosting and or ASP services, without advance notice due to any information deemed by **WSI** as illegal, tortuous, false, misleading, fraudulent, libelous, immoral, offensive or otherwise not in conformity with the policies and style of **WSI** or are unlawful or violates any applicable local, state, national or international law, ordinance or regulation having the force of law or by-law. The Client acknowledges that **WSI** may unilaterally write or re-write reasonable rules and regulations necessary for the orderly operation of **WSI** and that the Client will be bound accordingly to these terms and all other terms outlined in the Hosting SLA.
- 3.3 **WSI** will provide reasonable levels of hosting resources, including disk storage and bandwidth to the Client. In the event that **WSI** deems that resource utilization by the Client is in excess of what **WSI** deems reasonable, **WSI** reserves the right to terminate the hosting services component of this agreement or levy such additional hosting fees, as it deems appropriate upon providing the Client with 30 days written notice.
- 3.4 The Client agrees to provide **WSI** 30 (thirty) day written notice to terminate Hosting or ASP Services.
- 3.5 The Client agrees that **WSI** reserves the right to terminate Hosting and or ASP Services without advance notice if the Client's web solution is detrimental to the Hosting environment including acts of Spam or if the web solution negatively affects server performance or other web solutions on the Hosting environment.

4.0 Copyright Warranty Agreement Terms

- 4.1 The Client represents and warrants that: (a) the use, as contemplated by this Agreement, of the material supplied by the Client as described in the Attached Proposal shall not infringe any copyright, trademark, trade secret or other third party proprietary right; and: (b) there is no impediment to the Client's performance of its obligations hereunder.
- 4.2 I do hereby grant to **WSI**, unlimited license to use all items described herein, in all Internet formats now known or devised in the future. Licensing rights for all items described herein, except those deemed proprietary to the Client, are assigned **WSI**. I also warrant that the Client named herein, will save and hold harmless **WSI**, its agents, suppliers or affiliates from any and all copyright infringement judgments resulting from the unlawful use of images and property listed.

5.0 Interpretation of Agreement Terms

- 5.1 In the event of default under this Agreement, **WSI** shall have the right to terminate this Agreement and to terminate hosting of the Client's website and any other services. The Client shall have no right to a refund of any kind and will be responsible for all costs and legal attorney fees incurred by **WSI** in connection with Client's breach of this Agreement.
- 5.2 The Client agrees to hold **WSI** or its agents harmless from and against any and all claims and damages, expenses or liability that arise from or in connection with the Client's website, content or activities, including but not limited to, any legal attorney fees incurred by **WSI**. The Client, at its own cost and expense, shall defend any and all actions, which may be brought by **WSI**. The Client's failure to perform under the terms of this paragraph shall be deemed a waiver of any and all claims, demands for remedies, or causes of action, including specific performance, which the Client might otherwise have against **WSI** or its agents.
- 5.3 **WSI** or its agents will not be liable for lost profits, lost opportunities, indirect, incidental or consequential damages of the Client under any circumstance.
- 5.4 This Agreement shall be interpreted and construed under the laws of England. The parties agree that any action brought by either party against the other shall be brought in England and the parties do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.
- 5.5 No right or remedy conferred upon or reserved by **WSI** is intended, and shall not be deemed, to be exclusive of any other right or remedy provided or permitted herein, by law or by equity, but each right or remedy shall be cumulative of every other right or remedy.