

SERVICE LEVEL AGREEMENT (SLA)

THIS SERVICE LEVEL AGREEMENT (The “Agreement”)

is made as of this _____ day of November, 2014

BETWEEN

SMART WAYS ON-DEMAND SERVICES
 (“Service Provider”),

AND

_____ ,

(“Client”),

with registered office address

at _____

This Agreement outlines terms and conditions of service under which the Service Provider will provide online shopping website and certain information technology support services to the client on Service Provider premise.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by both party.

This agreement is personal; therefore, Client may not transfer the rights and responsibilities to another, without the written consent of the Service Provider.

VALIDITY

This agreement will be valid for a period of 12 months commencing from the _____ day of _____ 2014 and end on the _____ day of _____ 2015.

SERVICE RENDERED

Service provider will provide free open source website software installation and configuration upon Client request, and a paid yearly domain name registration and website hosting service, including maintenance, and consulting services.

UNDERTAKINGS

1. Service Provider undertake to install free Magneto ecommerce, WooCommerce or OpenCart free website software, customize and configure it on Clients paid sever upon Client Request. Client shall be given all website access details from Service Provider and permits for Client to commence services on client pre-designed website software.
2. Client shall ensure that pre-design website required Content files meet Service provider's minimum specification for web design and development pursuant to Section 1 of this agreement.
3. Client warrants that Service provider have necessary right and consent to domain names, mailbox names or any other name chosen by Client in connection with the internet presence.
4. Service provider will provide website development, relevant third party software and services, ecommerce hosting platform, and application softwares for building of Client's website which would be hosted on Service provider approved server until this agreement is terminated.
5. In the event of termination of this agreement, Client will return to Netglobal Networks Nig. Ltd all Service Provider server access codes and account details in Client's care. Failure to do so after reasonable time may attract legal actions.
6. Client shall pay for all online services running on Client's website including but not limited to Payment Processor and Banking Integration Service charge, purchase and provide all necessary equipment and software required by Client as per Service Provider recommendation for effective online transaction and efficient ecommerce service delivery and they shall at all times be Client's property.
7. Client shall not carry out repair works on any of Service Provider Hosting facility or equipment they have access to or on any of Client software or equipment which are connected to Service Provider. In such circumstances, Client is expected to contact Service Provider support team via phone call, email or eSupport services and upon acknowledgement of the said issue; A maintenance team will carry out all necessary repair upgrade or replacement.

8. Any internet protocol address allocated to Client will at all times be the property of Netglobal Networks Nig Ltd and is subject to change based on the Service Provider source discretion or transfer of service to another source provider or upgrade on Service Provider allocated internet server space and Client hold only a temporary nontransferable right to it during the subsistence of this contract. Upon termination, all rights to the internet protocol address shall fully revert back to Service Provider.
9. The Client also undertakes not to do any or all of the following through our services :
 1. Perform any act that may violate any Federal or State laws in existence.
 2. Infringe on any right of any person, body or corporation.
 3. Purchase, distribute, receive or transmit obscene or pornographic images or materials
 4. Spam, harass, hack, cause virus attack, or authorize any form of financial fraud or theft.

DEFINITION OF TERMS

1. WEBSITE DESIGN & SUPPORT

1.1 “Content” means all text, pictures, sound, graphics, video and other data supplied by Client to Service Provider pursuant to Sections 2.1 or 4.1(c), as such materials may be modified from time to time.

1.2 “Design Fee” means the fees set forth in **Exhibit A** for Website support and development services provided pursuant to Section 2.

1.3 “Domain Name” means the domain name specified for the Website by Client from time to time. The initial Domain Name is specified in **Exhibit A**.

1.4 “Intellectual Property Rights” means any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, “rental” rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

1.5 “Milestone Delivery Schedule” means the schedule for development of the Work Product set forth in **Exhibit A**.

1.6 “Service Provider Tools” means any tools, both in object code and source code form, which Service Provider has already developed or which Service Provider independently develops or licenses from private label, white label and third party, excluding any tools which Service Provider creates pursuant to this Agreement. By way of example, Service Provider Tools may include, without limitation, toolbars for maneuvering between pages, themes, templates, cascading style sheets, search engines, plugins, PHP Scripts, Java applets, and ActiveX controls. All Service Provider Tools used in the Website shall be set forth in **Exhibit A**.

1.7 “Specifications” means Client’s requirements set forth in Exhibits A and B, as amended or supplemented in accordance with this Agreement.

1.8 “User Content” means all text, pictures, sound, graphics, video and other data provided by Client’s Website users.

1.9 “Website” means the user interface, functionality and Content made available on web pages under the Domain Name on a host server.

1.10 “Work Product” means all HTML files, PHP files, Java files, CSS files, graphics files, animation files, data files, technology, scripts and programs, both in object code and source code form, all documentation and any other deliverable prepared for Client by Service Provider in accordance with the terms of this Agreement.

2. WEBSITE DEVELOPMENT

2.1 Delivery of Initial Content. Client shall deliver to Service Provider all Content that Client intends for Service Provider to incorporate into the Work Product (the “Initial Content”). The Initial Content shall be in the format(s) specified in **Exhibit A**.

2.2 Development. Service Provider shall provide design, programming and other consulting services as specified in **Exhibit A** for the Design Fee set forth therein. Service Provider will provide the Work Product to Client in accordance with the Milestone Delivery Schedule. Time is of the essence with respect to the performance of Service Provider’s services hereunder.

2.3 Project Liaisons. Each party’s primary contact for development efforts shall be the project liaisons or the person otherwise designated in writing by Client or Service Provider, as the case may be.

2.4 Service Provider Tools. In the event any Service Provider Tools are incorporated into or are used in conjunction with the Website, or any Service Provider Tools are used to manipulate Content for distribution on the Website, then Service Provider hereby grants to Client a worldwide, non-exclusive, sub-licensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Service Provider Tools in any media

now known or hereafter known. Throughout the term of this Agreement and immediately upon termination, Service Provider shall provide to Client the most current copies of any Service Provider Tools to which Client has rights pursuant to the foregoing, plus any related documentation.

2.5 Shadow Site; Acceptance. Service Provider shall make available complete versions of the Work Product on a password protected server (the "Shadow Site") for Client's review and acceptance. Client shall have 30 days or less to review and evaluate the Work Product (the "Acceptance Period") to assess whether it meets the Specifications and meets industry standards for professional, technical and artistic quality. If Client rejects the Work Product during the Acceptance Period, Client may, in its sole discretion, elect to: (a) extend the time for Service Provider to provide revised Work Product for acceptance testing in accordance with this section; (b) revise the Specifications and to negotiate an appropriate reduction in the Design Fee to reflect the revised Specifications; (c) complete the Work Product and deduct the costs of completion from the Design Fee; or (d) terminate this Agreement, in which case Section 6.3 applies.

2.6 Search Engine Registration. When Service Provider makes the initial final version of the Work Product available to Client, Service Provider shall propose to Client search engines and directories where the Website should be registered; If accepted by Client, Service Provider at Client's expense shall promptly register all Website pages with all (or a designated subset) of such sites.

2.7 Back up of Work Product. Prior to initial acceptance of the Work Product, Service Provider shall back up its work at least once every 7 days and to store such back-up materials in a secure site at a separate location.

3. MODIFICATIONS. If Client desires to modify the Website (including the Platform Requirements specified in **Exhibit A**) at any time during the term of this Agreement, Client shall describe the additional services or deliverables to Service Provider (the Change Notice"). Within _____ days of such Change Notice, Service Provider shall submit a change order proposal (the "Change Order") which includes a statement of any additional charges and, if the Change Notice is provided prior to initial acceptance of the Work Product pursuant to Section 2.5, any adjustments to the Milestone Delivery Schedule resulting from the proposed Change Notice.

On Client's written approval of the Change Order, the Change Order will become a part of this Agreement. Any additional deliverables or changes to the Website described in the Change Order shall be subject to acceptance and testing at the Shadow Site as described in Section 2.5. Service Provider shall quote all charges for the Change Orders as is and at its then-current standard charges, but in no event shall it exceed as specified in **Exhibit A**.

4. WEBSITE HOSTING

4.1 Services. Following Client's provision of website files or initial acceptance of the Work Product pursuant to Section 2.5, Service Provider shall provide the following web hosting services:

- (a) **Domain Name.** If requested by Client, Service Provider at Client's expense shall cooperate with Client in registering the Domain Name. Client shall own all right, title and interest in and to the Domain Name and all Intellectual Property Rights related thereto. Unless otherwise specified by Client, Service Provider shall list Client's project liaison as the administrative, technical and billing contact.
- (b) **Content Control.** Client shall have sole control over the Content. Service Provider shall not supplement, modify or alter any Work Product which has been accepted by Client or any Content (other than modifications strictly necessary to upload the Content to the Website) except with Client's prior written consent. Service Provider shall upon request and provision of content by Client upload all Content, including updates, to the Website within 24 hours of delivery to Service Provider. Service Provider shall also permit Client to electronically transmit or upload Content directly to the Website.
- (c) **Site Backup.** At Service Provider's expense, Service Provider shall maintain a complete and current copy of the Website on a server located at a remote location. In the event that service is interrupted to the Website, the remote server shall be immediately activated so that public access to the Website continues without interruption.
- (d) **Site Downloads.** Service Provider at its expense shall make a complete backup of the Website every 7 days. On the last week of every month, and at any other time as reasonably requested by Client, Service Provider at its expense shall deliver to Client a complete electronic copy of the Website (including all Service Provider Tools).
- (e) **Server Logs.** On the first day of every month, and at any other time as reasonably requested by Client, Service Provider at its expense shall deliver to Client in electronic form the server logs of Website activity (the "Server Logs").
- (f) **Standards.** Service Provider's hosting standards shall conform to the following:
- (i) **Availability of Web Site.** The Website shall be publicly available to users a minimum of 90% of the time during any 24 hour period, 90% of the time during any 7 day period, and 90% of the time during any 30 day period; and there will be no period of interruption in public accessibility to the Website that exceeds 22 continuous hours.
- (ii) **Response Time.** The mean response time for server response to all accesses to the Website shall not exceed more than 360 seconds during any 1 hour period.
- (iii) **Bandwidth.** The bandwidth representing the Website's connection to the Internet shall be operating at optimum capacity.
- (iv) **Security.** Service Provider shall prevent unauthorized access to the Website, other restricted areas of the Website and any Databases or other sensitive material generated from or used in conjunction with the Website; and Service Provider shall notify Client of any known security breaches or holes is observed.

(v) **Inapplicability of Force Majeure.** The foregoing standards shall apply regardless of the cause of the interruption in service, even if the interruption in service was beyond the control of Service Provider.

(vi) **Remedies.** In addition to other applicable remedies, Client may immediately terminate this Agreement without a further cure period if: (1) any breach of this Section 4.1(f) is not cured within the later of the next measurable period (only if applicable) or 20 days, (2) the same subsection is breached a second time, or (3) there are 3 breaches of separate subsections (even if cured) within any 6 month period.

4.2 Client License. During the period that Service Provider provides web hosting services pursuant to this Section 4, Client hereby grants to Service Provider a non-exclusive, non-sublicenseable, royalty-free, worldwide license to reproduce, distribute, publicly perform, publicly display and digitally perform the Content and Work Product only on or in conjunction with the Website. Client grants no rights other than explicitly granted herein, and Service Provider shall not exceed the scope of its license.

4.3 Trademarks. Subject to the terms and conditions of this Agreement, each party hereby grants to the other party a limited, non-exclusive, non-sublicenseable, royalty-free, worldwide license to use such party's trademarks, service marks, trade names, logos or other commercial or product designations (collectively, "Marks") for the purposes of creating content directories or indexes and for marketing and promoting the Website. The trademark owner may terminate the foregoing license if, in its sole discretion, the licensee's use of the Marks does not conform to the owner's standards. Title to and ownership of the owner's Marks shall remain with the owner. The licensee shall use the Marks exactly in the form provided and in conformance with any trademark usage policies. The licensee shall not form any combination marks with the other party's Marks. The licensee shall not take any action inconsistent with the owner's ownership of the Marks and any benefits accruing from use of such Marks shall automatically vest in the owner.

5. PAYMENTS

5.1 Fees. Except as otherwise specified in **Exhibit A**, Service Provider shall invoice all fees yearly and cost calculated by monthly, and payment is due 30 days from delivery of the invoice. All fees quoted include, and Service Provider shall pay, all sales, use, excise and other taxes which may be levied upon either party in connection with this Agreement, except for taxes based on Client's net income.

5.2 Expenses. Client shall reimburse Service Provider for all reasonable out-of-pocket expenses which have been approved in advance by Client and which are incurred by Service Provider in the performance of services hereunder, including but not limited to travel and lodging expenses, long distance calls, and material and supply costs, within 30 days after Client's receipt of expense statements including appropriate receipts or other evidence of the expense.

6. TERM , TERMINATION AND SUSPENSION

6.1 Term. The initial term of this Agreement shall be as specified in **Exhibit**

A. Thereafter, this Agreement shall continue until terminated with at least 90 days written notice.

6.2 Termination for Cause. Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for 60 days following written notice to the breaching party.

6.3 Termination during Initial Development. In the event that Client terminates the Agreement prior to initial acceptance of the Work Product pursuant to Section 2.5, Client shall return all Work Product to Service Provider and Service Provider shall return any Initial Content and 50% refund to Client any portion of the Design Fee previously paid to Service Provider hereunder. All licenses granted hereunder shall terminate.

6.4 Termination During Website Hosting. In the event of expiration or termination of this Agreement while Service Provider is providing Web hosting services pursuant to Section 4, Service Provider shall download all materials on the Website to a medium of Client's choosing and deliver such materials to Client. In addition, at no cost to Client, Service Provider shall: (a) keep the Website publicly accessible for a period of 10 days following the date of termination of this Agreement; (b) if the transfer requires a change in the Domain Name, immediately upon the date that the Website is no longer publicly accessible, and for a period of 12 months thereafter, Service Provider shall maintain the Website's URL and, at such URL, provide 1 page (including a hypertext link) that Client may use to direct its users to its new Website or some other URL of Client's choosing; and (c) if the transfer does not require a change in the Domain Name, Service Provider will cooperate with Client in assigning a new IP address to the Domain Name as Client may request and transferring all operations of the Website to a new Service Provider.

6.5 Effect of Termination. Upon the termination of this Agreement for any reason and upon request by Client at any time, Service Provider shall promptly return, in their original form, all Content and copies thereof and deliver the originals and all copies of the Work Product in whatever stage of completion to Client. Subject to Service Provider's obligations pursuant to Section 6.4, Service Provider shall remove all copies of the Content from servers within its control and use reasonable efforts to remove any references to Client or the Content from any site which caches, indexes or links to the Website.

6.6 SUSPENSION

Service Provider may suspend all services where the Client has not redeem due payable fees to service provider including domain name renewal, website hosting, or the need arises to carry out upgrade, maintenance, repairs or improvements on Service Provider's server or hosting platform and products. Such suspension will be communicated to Client and would be carried out as soon as is practicable.

7. SERVICE PROVIDER WARRANTIES.

- 7.1 Work Product Warranties.** Service Provider warrants that any Work Product, Service Provider Tools or Service Provider-made changes to the Content shall not: (a) infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) be obscene, child pornographic or indecent; and (e) contain any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs malwares, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 7.2 Additional Warranties.** Service Provider warrants that: (a) any Work Product or Service Provider Tools will conform to their applicable Specifications or acceptance criteria when delivered and for a period of 1 year thereafter;
- 8. CLIENT COVENANTS.** During the period that Service Provider provides Web hosting services pursuant to Section 4, Client shall not distribute on the Website any Content that: (a) infringes on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, child pornographic or indecent; or (e) contains any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 9. DISCLAIMER OF WARRANTIES.** EXCEPT AS SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10. OWNERSHIP.**
- 10.1 Ownership of Work Product.** Service Provider hereby irrevocably assigns to Client all right, title and interest in and to all Work Product and documentation produced pursuant to Client's requests for services hereunder including, without limitation, all applicable Intellectual Property Rights thereto. If Service Provider has any such rights that cannot be assigned to Client, Service Provider waives the enforcement of such rights, and if Service Provider has any rights that cannot be assigned or waived, Service Provider hereby grants to Client an exclusive, irrevocable, perpetual, worldwide, fully paid license, with right to sublicense through multiple tiers, to such rights. Service Provider acknowledges that there

are, and may be, future rights that Client may otherwise become entitled to with respect to the Work Product that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed, and Service Provider specifically intends the foregoing assignment of rights to Contractor to include all such now known or unknown uses, media and forms of exploitation throughout the universe.

10.2 Ownership of Content and Website. As between Service Provider and Client, any

Content given to Service Provider by Client under this Agreement or otherwise, and all User Content, shall at all times remain the property of Client or its licensor. Service Provider shall have no rights in such Content or User Content other than the limited right to use such content for the purposes expressly set forth in this Agreement and Service Provider referral purposes.

10.3 Employee and Subcontractor Contracts. Service Provider shall cause each individual or company employed by Service Provider in connection with the Work Product to execute a contract regarding confidentiality and assignment of rights prior to each such individual or company's commencement of services thereunder. Such contracts shall: (a) include a full assignment of all rights to Client, (b) include a waiver of any moral or similar rights, (c) be freely assignable, and (d) contain restrictions on use and disclosure. Further, with respect to any subcontractors which Client employs: (1) Service Provider shall obtain the written consent of Client, (2) Service Provider shall not be responsible for the direction and coordination of the services of such subcontractors, and (3) Client shall have the obligation to pay such subcontractor(s).

11. INDEMNITY.

11.1 Client Indemnity. Client shall defend Service Provider against any third party claim, action, suit or proceeding alleging any breach of the covenants contained in Section 8. Subject to Section 11.3, Client shall indemnify Service Provider for all losses, damages, liabilities and all reasonable expenses and costs incurred by Service Provider as a result of a final judgment entered against Service Provider in any such claim, action, suit or proceeding.

11.2 Service Provider Indemnity. Service Provider shall defend Client against any third party claim, action, suit or proceeding resulting from Service Provider's acts, omissions or misrepresentations under this Agreement (including without limitation Service Provider's breach of the warranties contained in Sections 7). Subject to Section 11.3, Service Provider shall indemnify Client for all losses, damages, liabilities and all reasonable expenses and costs incurred by Client as a result of a final judgment entered against Client in any such claim, action, suit or proceeding.

11.3 Mechanics of Indemnity. The indemnifying party's obligations are conditioned upon the indemnified party: (a) giving the indemnifying party prompt written notice

of any claim, action, suit or proceeding for which the indemnified party is seeking indemnity; (b) granting control of the defense and settlement to the indemnifying party; and (c) reasonably cooperating with the indemnifying party at the indemnifying party's expense.

12. CONFIDENTIAL INFORMATION. Client's "Confidential Information" are any passwords used in connection with the Website, Hosting Account (or the Shadow Site), all Server Logs, all Work Product and documents related to the Work Product, any Content which Client designates as confidential, and any other materials of Client which Client designates as confidential or which Service Provider should reasonably believe to be confidential. Client's "Confidential Information" also includes the Website itself until such time as Client decides to make the Website publicly available to users. Service Provider's "Confidential Information" is defined as the source code of any Service Provider Tools. Service Provider understands and agrees that Client does not want any other Confidential Information of Service Provider, and should the parties believe that additional confidential information of Service Provider needs to be disclosed to Client, the parties shall execute a separate non-disclosure agreement regarding such information. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as necessary to perform under this Agreement. The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) received by recipient from a third party without a restriction on disclosure or use, or (d) independently developed by recipient without reference to the other party's Confidential Information.

13. LIMITATIONS ON LIABILITY. EXCEPT FOR BREACHES OF SECTIONS 4.1, 4.2, 4.3 AND 14.3, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

14. GENERAL PROVISIONS.

14.1 Governing Law. This Agreement will be governed and construed in accordance with the laws governed by the laws of the Federal Republic of Nigeria. Both parties agree to submit to jurisdiction in Akwa Ibom State and further agree that any cause of action arising under this Agreement may be brought in a court, in Federal High Court of Uyo, Akwa Ibom State.

14.2 Further Assurances. Service Provider shall cooperate with Client, both during and after the term of this Agreement, in the procurement and maintenance of Client's rights to intellectual property created hereunder and to execute, when requested, any

other documents deemed necessary or appropriate by Client to carry out the purpose of this Agreement.

- 14.3 Compliance With Laws.** Service Provider shall ensure that its website design and its web hosting services will comply with all applicable international, national and local laws and regulations.
- 14.4 Communication.** Due to the nature of Client's services, all communication should be via telephone or email which is the official channel of communication, unless otherwise stated in this agreement. Client should ensure that they are equipped to send and receive emails; any other form of communication may not receive prompt attention. Service provider would at all times do its best to ensure prompt and immediate response to all communications via its official channel.
- 14.5 Severability; Waiver.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- 14.6 Headings.** Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.
- 14.7 Independent Contractors.** The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party. Personnel supplied by Service Provider shall work exclusively for Service Provider and shall not, for any purpose, be considered employees or agents of Client. Service Provider assumes full responsibility for the acts of such personnel while performing services hereunder and shall be solely responsible for their supervision, direction and control, compensation, benefits and taxes.
- 14.8 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.
- 14.9 Entire Agreement.** This Agreement, including the Exhibits attached hereto, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both parties. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement as of the date first written above.

SERVICE PROVIDER:

CLIENT:

Sign: _____

Sign:

Name: _____

Name: _____ Address:

Address:

Email: _____

Email:

Tel: _____

Tel:

EXHIBIT A

Services and Fees

CONTENT

All Content shall be provided to Service Provider by Client in the formats specified below:

All text shall be provided in [ASCII, RTF, Word .doc format, PDF, or HTML].

All graphics shall be provided in [PNG, GIF, JPEG, or PMP format].

WEBSITE

The Website shall not include any Service Provider Tools except for the following specified below:

PLATFORM REQUIREMENTS

The Work Product and Service Provider Tools provided to Client by Service Provider vice versa shall be compatible with the following browser(s): [e.g. Mozilla Firefox, MS Internet Explorer, Opera, and Safari including their updates]

The Work Product shall be implemented for a localhost VPS, or Centos server running on the following server software Linux OS or Windows Server.

SERVICES

For the Design Fee (If Applicable), Service Provider shall provide the following services in accordance with the Milestone Delivery Schedule below. Examples include: Service Provider will prepare design specifications for the Website which are consistent with the Specifications in **Exhibit B**.

Milestone Schedule

The Milestone Schedule for the project is shown on the next page:

MILESTONE DESCRIPTION	RESPONSIBILITY	STEP
1. Agreement on site goals	Receive Website Requirement and Develop Design Checklist	Day 1 – 3
2. Service Provider and Client agree on list of items to be included in Website, sorted into topical categories, based on their description, items included are Products Images, Name, Review, Description, Previous Price, Current Price, Sales Discount, Sales Tax, pick up and delivery points	Collects contents and generalization files, Client's Provide Stock inventory of required products and Service Provider provides softwares and design tools	Day 4 – 8
3. Service Provider prepares Website storyboard, including navigation scheme	Design Operation workflow and diagrams including but not limited to flow chart and design schemes	Day 9- 13
4. Service Provider develops design parameters for pages	Setup source codes, install relevant software tools and implement pages design and development process	Day 14 – 20
5. Client tests and prototypes design	Upload phase 1 design to shadow site for test	Day 22 – 26
6. Client specifies changes to the prototype that are required to conform to Specifications and/or to address issues not contemplated by Specifications	Notice specified changes and affect them adequately	Day 27 – 30
7. Service Provider resubmits revised prototype	Upload Changes	Day 31
8. Service Provider develops Style Guide	User Training	Day 32 – 33
9. Service Provider makes final version of Work Product available on Shadow Site	Host final edition on main domain	Day 34
10. Client accepts final version of Work Product	Commissioning	Day 35

For the monthly web hosting fee, Service Provider shall provide the following services: File maintenance; content reloads; server maintenance; software installation and personalized email creation; website navigation and link testing; Client technical support; server log report and analysis; specification of security levels provided by Service Provider; Recommendation of third party transaction software to process transactions on-line (Upon Client's Request), Required storage space on the server based on website size and anticipated usage; secure access to Website to monitor performance; SQL database, Website analysis/tracking software, upgrade of bandwidth and server transfer.

FEES

- * Design fee: 10% commission for each product on sale on the website
- * Monthly web-hosting fee: \$50
- * Maximum per-hour charge: \$18
- * Other charges: As need arises

TERM

12 months from the Effective Date.

DOMAIN NAME

http://www._____.com/.org/.net

(write your desired domain name please note some names are likely to have been taken, mark domain extension also)

Exhibit B

Website Specifications

1. The graphics used in Client's Website shall be in [PNG and JPEG format].
2. No item in the Website shall exceed 1600 pixels in width.
3. Service Provider shall develop the Website to project the highest professional image. Service Provider shall not include any links to other sites without Client's prior written consent.
4. The maximum size for any page shall be 250kb, the average size of any page shall be 96kb, and the user shall have the option to select a language and currency version of the Website.