

**TERMS AND CONDITIONS OF
WEBSITEPERFECT.COM, LLC
WEBSITE DESIGN AND HOSTING AGREEMENT**

(UPDATE JANUARY 2010)

THIS WEBSITE DESIGN AND HOSTING AGREEMENT (“AGREEMENT”) FOR WEBSITE DESIGN AND HOSTING SERVICES IS ENTERED INTO BETWEEN WEBSITEPERFECT.COM, LLC (“WEBSITEPERFECT”) AND THE PERSON OR ENTITY THAT EXECUTES THE SERVICE ORDER (THE “ORDER FORM”) TO WHICH THIS AGREEMENT FORMS A PART (“CUSTOMER”). WEBSITEPERFECT IS WILLING TO ENTER INTO THIS AGREEMENT ONLY ON THE CONDITION THAT CUSTOMER PAYS THE APPROPRIATE FEES AND ACCEPTS ALL OF THE TERMS IN THIS AGREEMENT. PLEASE READ THE TERMS CAREFULLY BEFORE ACCEPTING THIS AGREEMENT, AS BY ACCEPTING THIS AGREEMENT CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY IT.

THIS AGREEMENT FORMS A PART OF AND SHALL BE INCORPORATED INTO THE ORDER FORM, AND ALL CAPITALIZED TERMS USED AND NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE ORDER FORM.

Websiteperfect provides web site design, development, project management, and hosting services (collectively, the “Services”). Customer desires to engage Websiteperfect as an independent contractor to provide such Services and agrees to use such Services in accordance with this Agreement and as requested by Websiteperfect. Websiteperfect is willing to provide Customer with the Ordered Services as set forth below. In consideration of the foregoing and the mutual covenants set forth below, the parties hereby agree as follows:

I. Provision of Services and License

- (1) Customer hereby engages Websiteperfect as an independent contractor for the specific Deliverables set forth in the “Project Agreement Order Form” (henceforth referred to as, “Order Form”) and to install the website constituting such Deliverables on Customer’s web space on a web hosting services computer (the “Hosting Server”).
- (2) Provided that Customer pays Websiteperfect the fees set forth in the Order Form, Websiteperfect will provide Customer with the services ordered and set forth in the Order Form (the “Ordered Services”) and the web site created by Websiteperfect (together with the Ordered Services, the “Deliverables”) described in the Order Form under the terms and conditions of this Agreement; provided that the Deliverables shall not include any text, content, information, logo, graphics or files provided to Websiteperfect by Customer.
- (3) Websiteperfect shall provide to Customer samples of the Deliverables for Customer to review and comment (the “Prototypes”); provided, however, that Websiteperfect shall not be required to provide more than 10 Prototypes. Customer shall use its reasonable effort to review such Prototypes and arrange to discuss with Websiteperfect about the Prototypes and to give its written authorization, including by e-mail, to proceed with the finalization of a particular presented Prototype. Upon final authorization from Customer, Websiteperfect shall finalize the Prototype into the final Deliverable. Any additional edits or revisions of Prototypes may be subject to a redesign charge, which shall be communicated to Customer prior to starting such edits or revisions.
- (4) Websiteperfect reserves the right to assign this Agreement or to subcontract the Ordered Services and Deliverables so as to ensure the quality and timeliness of the Deliverables.
- (5) Website change request procedure:
 - Customer is allowed up to two hours free maintenance each month.
 - All change request must be submitted via our support system at: <http://websiteperfect.helpdeskconnect.com> – you must obtain a ticket number
 - Number each item and identify the page. Be clear, specific, and concise. Use action words such as: Replace, Add, Insert, Delete. Provide us with the entire paragraph to be replaced, not fragment of a sentence or paragraph.
 - A change request is only valid when there is an agreement on what needs to be changed.
 - The effective date of the change request is the date of when there is an agreement on what needs to be changed, not on the date that it is submitted.
 - Monthly free maintenance allowance is limited to text changes; it does not apply to design, layout, or functional changes.
 - Monthly free maintenance allowance is good for the month and cannot be accumulated from the previous month or borrowed from the next month.
 - Only one open change request at a time. Please wait until we complete your current change request before submitting another one.
 - Only one type of changes per ticket (e.g. website changes should not be commingled with email setup requests).
- (6) Customer website domain name(s) will be register under the Websiteperfect name unless instructed otherwise.

II. Payment, Fees, and Refunds

- (1) The fees and expenses for the Deliverables shall be payable in accordance with the following schedules:
 - a. 50% of the project total cost shall be paid upon the signing of the Order Form;
 - b. An additional 50% of the project invoice balance will be automatically charged to the credit card on file every 10 days after the delivery of the first prototype.
 - c. The balance of the project will be automatically charged upon completion and final delivery of the Deliverables; or after the completion of the 10th prototype; or upon project cancellation after the refund period (see II.4).
 - d. Hosting fee is due on the first of every month upon accepting this agreement.
 - e. Domain registration is free the first year and is automatically charged at \$25 per year thereafter. This fee is not applicable if the customer registers the domain.
- (2) If Customer fails to make payments for the Ordered Services or the Deliverables, then:
 - a. A \$20 reprocesses fee will be charged for declined credit card or returned check.
 - b. If payment is not received by Websiteperfect for more than 30 days of the due date, then the Customer's website will be deactivated; there will be a \$150 reactivation fee;
- (3) Upon an increase in any rates or charges for Services Ordered, Websiteperfect shall give written notice of such increase to Customer (the "Rate Increase").
- (4) The customer may cancel the project within 5 days after the first prototype is delivered and the customer shall receive 100% refund of the design fee. If the customer wishes to proceed with the project by specifying design changes to the first prototype, then the project is not refundable and must be paid in full. The entire project is non-refundable after 30 days of signing this project agreement.

III. Ownership

- (1) Subject to the terms and conditions of this Agreement, Websiteperfect hereby grants to Customer a limited, personal, non-exclusive, non-transferable license to use the Deliverables set forth in the Order Form. Customer agrees to prevent any unauthorized copying of the Deliverables.
- (2) Customer retains all title to and ownership of the text, content, and files provided to Websiteperfect by Customer, and all client side source code (i.e. html and image files). Not included are operating systems, CMS functions, and other server side programs
- (3) If Customer transfers the client source code to another hosting company, then Websiteperfect provides no technical support or warranties for the source code. The source code is provided to you on an "as is" basis. The source code is written in Windows ASP; CDO mail components and content editor software will need to be installed on the host server. Some configuration of the source code will be required depending the host server configuration. Should the source code fails to function and thus causes damage, the customer and not Websiteperfect shall assume the entire cost of any necessary repairs or corrections.
- (4) Customer represents and warrants to Websiteperfect and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork or intellectual property furnished to Websiteperfect for inclusion in Deliverables are owned by the Customer, or that the Customer has permission from the rightful owner to use each of such elements, and will hold harmless, protect, and defend Websiteperfect, its employees, officers, agents and its subcontractors from any claim or suit arising from the use of such elements furnished by Customer.
- (5) The company brand, "Website Design by Websiteperfect.com" will be displayed at the footer of every website pages that is hosted by Websiteperfect. The font size will not be more than 8 points or be bigger than the content.

IV. Term and Termination

- (1) This Agreement shall be perpetual unless terminated as provided herein.
- (2) Websiteperfect may, in its sole discretion, terminate this Agreement and any license granted hereunder upon 30 days prior written notice.
- (3) Customer may terminate this Agreement upon 30 day's prior written notice to Websiteperfect subject to the fees and payment obligations stated in Section II, "Payment, Fees, and Refunds".
- (4) Upon termination of this Agreement, Customer agrees to take steps to transfer Customer's domain name from the account of Websiteperfect to Customer's account and shall pay for all costs and fees required for such transfer.

V. Confidentiality of Information

It is Websiteperfect's policy and goal to keep your personal and financial information confidential. We take reasonable steps to ensure the security and confidentiality of your information. We will not sell your personal information (including e-mail address) or use it for any purpose other than those authorized by you.

VI. Disclaimer of Warranty and Limitation of Liability

APPLICABLE ONLY TO WEBSITE DESIGN SERVICES

THE ORDER SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, WHICH ARE HEREBY DISCLAIMED.

CUSTOMER EXPRESSLY AGREES THAT USE OF WEBSITEPERFECT'S DELIVERABLES AND ORDERED SERVICES IS AT CUSTOMER'S SOLE RISK. NEITHER WEBSITEPERFECT, ITS EMPLOYEES, AFFILIATES, AGENTS, THIRD PARTY SERVICE PROVIDERS, WEB HOSTING PROVIDERS, MERCHANTS, LICENSERS OR THE LIKE, WARRANT THAT THE DELIVERABLES AND ORDERED SERVICES PROVIDED HEREUNDER WILL NOT BE ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE DELIVERABLES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION SERVICE OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE DELIVERABLES, UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT.

UNDER NO CIRCUMSTANCES, EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SHALL WEBSITEPERFECT, ITS OFFICERS, EMPLOYEES, AGENTS OR ANY ONE ELSE INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE DELIVERABLES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE DELIVERABLES; OR THAT RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO WEBSITEPERFECT'S RECORDS, PROGRAMS OR SERVICES.

WEBSITEPERFECT SHALL NOT BE LIABLE FOR (1) ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS OR (2) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) REGARDLESS OF THE FORM OR ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF WEBSITEPERFECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WEBSITEPERFECT'S LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO WEBSITEPERFECT DURING THE THREE (3) MONTH PERIOD BEFORE THE ACTION AROSE. CUSTOMER ACKNOWLEDGES THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND ABSENT SUCH LIMITATIONS WEBSITEPERFECT WOULD NOT ENTER INTO THIS AGREEMENT.

APPLICABLE ONLY TO HOSTING SERVICES

WEBSITEPERFECT GUARANTEES: YOUR HARDWARE WILL BE FUNCTIONING 100% OF THE TIME (EXCEPT IN NORMAL MAINTENANCE WINDOWS); POWER AND HVAC SYSTEMS WILL BE FUNCTIONING 100% OF THE TIME (WITH THE EXCEPTION OF NORMAL MAINTENANCE) ; NETWORK UPTIME WILL BE 99.9%. IF NETWORK FAILURE CAUSES YOUR SERVER TO BE DOWN FOR MORE THAN ONE HOUR YOU WILL RECEIVE A REFUND ON YOUR NEXT BILL. IF YOU EXPERIENCE DOWNTIME FOR ONE OF THE REASONS LISTED ABOVE YOU WILL RECEIVE 5% OFF NEXT MONTH'S BILL (UP TO 100%) FOR EVERY HOUR OF DOWNTIME YOU EXPERIENCE. DOWNTIME IS DEFINED AS OUR NETWORK EQUIPMENT OR YOUR SHARED OR DEDICATED SERVER BEING DOWN. WE DO NOT CONTROL THE WHOLE INTERNET, AND SO WE CANNOT GUARANTEE YOUR ABILITY TO ACCESS YOUR SITE DUE TO CIRCUMSTANCES OUTSIDE OUR DATACENTER (I.E. DOWN ROUTERS, DOS ATTACKS, YOUR PC OR DSL/CABLE CONNECTIONS ETC.).

WEBSITEPERFECT RESERVES THE RIGHT AND HAS ABSOLUTE DISCRETION TO RESTRICT OR REMOVE FROM ITS SERVERS ANY CONTENT THAT VIOLATES THIS AGREEMENT OR RELATED POLICIES, OR IS OTHERWISE OBJECTIONABLE OR POTENTIALLY INFRINGING ON ANY THIRD PARTY'S RIGHTS OR IN POTENTIALLY VIOLATION OF ANY LAWS. IN THE EVENT OF BECOMING AWARE OF ANY POSSIBLE VIOLATION BY CUSTOMER OF THIS AGREEMENT, ANY RELATED POLICIES, THIRD PARTY RIGHTS OR LAWS, WEBSITEPERFECT MAY IMMEDIATELY TAKE CORRECTIVE ACTION, INCLUDING, BUT NOT LIMITED TO, (A) ISSUING WARNINGS, (B) SUSPENDING OR TERMINATING THE ORDERED SERVICE, (C) RESTRICTING OR PROHIBITING ANY AND ALL USES OF CONTENT HOSTED ON WEBSITEPERFECT'S OR OTHER VENDORS' SYSTEMS, AND/OR (D) DISABLING OR REMOVING ANY HYPERTEXT LINKS TO THIRD-PARTY WEB SITES, ANY OF CUSTOMER'S CONTENT DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE ORDERED SERVICES, OR OTHER CONTENT NOT SUPPLIED BY WEBSITEPERFECT WHICH, IN WEBSITEPERFECT'S SOLE DISCRETION, MAY VIOLATE OR INFRINGE ANY LAW OR THIRD-PARTY RIGHTS OR WHICH OTHERWISE EXPOSES OR POTENTIALLY EXPOSES WEBSITEPERFECT TO CIVIL OR CRIMINAL LIABILITY OR PUBLIC RIDICULE. IT IS WEBSITEPERFECT'S POLICY TO TERMINATE REPEAT INFRINGERS. THE ABOVE STATED RIGHTS OF ACTION, HOWEVER, DO NOT OBLIGATE WEBSITEPERFECT TO MONITOR OR EXERT EDITORIAL CONTROL OVER THE INFORMATION MADE AVAILABLE FOR DISTRIBUTION VIA THE ORDERED SERVICES. IN THE EVENT WEBSITEPERFECT TAKES CORRECTIVE ACTION DUE TO SUCH POSSIBLE VIOLATION, WEBSITEPERFECT SHALL NOT BE OBLIGATED TO REFUND TO CUSTOMER ANY FEES PAID IN ADVANCE OF SUCH CORRECTIVE ACTION.

TO COMPLY WITH APPLICABLE LAWS AND LAWFUL GOVERNMENTAL REQUESTS, TO PROTECT WEBSITEPERFECT'S AND ITS VENDORS' SYSTEMS AND CUSTOMERS, OR TO ENSURE THE INTEGRITY AND OPERATION OF WEBSITEPERFECT'S BUSINESS AND SYSTEMS, WEBSITEPERFECT MAY ACCESS AND DISCLOSE ANY INFORMATION IT CONSIDERS NECESSARY OR APPROPRIATE, INCLUDING, WITHOUT LIMITATION, USER PROFILE INFORMATION (I.E., NAME, E-MAIL ADDRESS, ETC.), IP ADDRESSING AND TRAFFIC INFORMATION, USAGE HISTORY, AND CONTENT RESIDING ON WEBSITEPERFECT'S OR ITS VENDORS' SERVERS AND SYSTEMS. WEBSITEPERFECT ALSO RESERVES THE RIGHT TO REPORT ANY ACTIVITY THAT IT SUSPECTS VIOLATES ANY LAW OR REGULATION TO APPROPRIATE LAW ENFORCEMENT OFFICIALS, REGULATORS, OR OTHER APPROPRIATE THIRD PARTIES.

CUSTOMER ACKNOWLEDGES AND AGREES THAT WEBSITEPERFECT EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, THE CONTENT OF THE INFORMATION PASSING THROUGH WEBSITEPERFECT'S OR ITS VENDORS' HOST COMPUTERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET. ALL HOSTING SERVICES PERFORMED HEREUNDER ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WEBSITEPERFECT DOES NOT MAKE AND HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE HOSTING SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

IN NO EVENT SHALL WEBSITEPERFECT OR ITS SUPPLIERS HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE HOSTING SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. NEITHER WEBSITEPERFECT NOR ITS SUPPLIERS SHALL HAVE LIABILITY WITH RESPECT TO WEBSITEPERFECT 'S OBLIGATIONS UNDER THIS AGREEMENT, THE ADDENDUM OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF WEBSITEPERFECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF WEBSITEPERFECT AND ITS SUPPLIERS TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO WEBSITEPERFECT BY CUSTOMER UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE HOSTING SERVICES SET BY WEBSITEPERFECT HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, CUSTOMER HEREBY RELEASE WEBSITEPERFECT AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS SECTION.

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT WEBSITEPERFECT AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY TEMPORARY DELAY, OUTAGES OR INTERRUPTIONS OF THE SERVICES. FURTHER, WEBSITEPERFECT SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, WHERE SUCH DELAY OR FAILURE RESULTS FROM ANY ACT OF GOD OR OTHER CAUSE BEYOND ITS REASONABLE CONTROL (INCLUDING, WITHOUT LIMITATION, ANY MECHANICAL, ELECTRONIC, COMMUNICATIONS OR THIRD-PARTY SUPPLIER FAILURE).

VII. Lawful Purpose

- (1) Customer shall use the Deliverables and Ordered Services only for lawful purposes. The transmission of any material in violation of any federal, state or local regulations is prohibited.
- (2) Websiteperfect reserves the right to refuse service to any person for any reason in its sole discretion at any time.

VIII. Miscellaneous

- (1) Upon any dispute or disagreement arising out of or relating to the terms herein or any violations or breach hereof, Websiteperfect and Customer shall use their reasonable best efforts to resolve such disputes after giving the other party written notice in reasonable

detail of the subject matter of such dispute. Provided that if the parties are unable to resolve such dispute within 30 days of receiving notice thereof, the parties agree to be bound by and submit to and be subject to binding arbitration as a means of settling the dispute, which arbitration proceeding shall be conducted in Houston, Texas. Websiteperfect and Customer shall share equally in the cost of such arbitration.

- (2) Customer shall indemnify, defend by counsel reasonably accepted by Websiteperfect, protect and hold Websiteperfect harmless from and against any and all claims, liabilities, losses, costs, damages, expenses, including consultants' and reasonable attorneys' fees and court costs, demands, causes of action, or judgments directly or indirectly arising out of or related to Customer's breach or violation of any provision of this Agreement.
- (3) This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof, all of which representations, communications, understandings and agreements are hereby canceled to the extent they are not specifically merged herein. The parties acknowledge and agree that neither of the parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.
- (4) This Agreement shall not be modified, amended, canceled or in any way altered, nor may it be modified by custom and usage of trade or course of dealing, except by an instrument in writing and signed by both of the parties hereto.
- (5) Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.
- (6) If any provision of this Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed separable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement, which shall remain valid and enforceable according to its terms.
- (7) The validity, construction, interpretation and legal effect of this Agreement shall be governed by the laws and judicial decisions of the State of Texas.
- (8) Each of the parties to this Agreement represents and warrants that it has full power to enter into this Agreement.
- (9) This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and except as otherwise provided herein, their respective legal successors and permitted assigns.
- (10) Except as specifically provided herein, no remedy made available to either party hereunder is intended to be exclusive of any other remedy provided hereunder or available at law or in equity.
- (11) Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employment relationship, franchise relationship or taxable entity between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other party hereto, it being understood that the parties are independent contractors vis-à-vis one another.
- (12) Nothing contained in this Agreement, express or implied, shall be deemed to confer any

rights or remedies upon, nor obligate any of the parties hereto, to any person or entity other than such parties, unless so stated to the contrary.

- (13) Websiteperfect shall not be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of the Deliverables or Order Services, resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes and disturbances, fire, transportation contingencies, shortages of facilities, fuel, energy, labor or materials, or laws, regulations, acts or order of any government agency or official thereof, other catastrophes, or any other circumstances beyond Websiteperfect's reasonable control. In the event of any such delay or failure, the parties shall defer performance of the Deliverables and Order Services to a date and time mutually agreeable.

IX. Standard Price List

Hosting/Maintenance	Unit Charge	Plan 1	Plan 2	Plan 3
• Disk space	\$5/ 100 MB	500 MB	750 MB	1 GB
• Bandwidth	\$5/GB	1 GB	5 GB	10 GB
• Site content changes	\$75/hour	2 hrs	3 hrs	4 hrs
• Email Accounts	\$5/5 accounts	10	15	20
• Email Diskspace	50mb/account	500 MB	750 MB	1 GB
• Content Editor		Yes	Yes	Yes
• Monthly Fee		\$29	\$39	\$49

100 item catalog w/Paypal Checkout	\$10/month
Stock photos	\$25 each
Additional Pages	\$75/page
Programming	\$150/hour