

INTERNET WEB SITE DESIGN and MAINTENANCE AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered into **between City Seahorse, Incorporated**, with offices at **5930E Royal Lane, Suite 145, Dallas, Tx. 75230** ("Site Designer") and ____ "Customer" _____, with offices at the "Customer") on the following terms and conditions:

1. General Undertaking.

- (a) Design Services. Site Designer is being hired to combine and develop an assemblage of text, graphics, applications and content supplied by each party into a World Wide Web "Web Site" under this Agreement, according to the attached Statement of Work. Content for the Web Site shall be delivered by each party in proper magnetic or other acceptable format. Any significant development of applications, databases or other components shall be described in the attached Statement of Work. Customer shall provide prompt feedback during development and testing.
- (b) Operating Services. Once the Web Site preparation is completed, tested and approved by both parties, Site Designer shall install the site on a server of Customer's choice. Site Designer shall maintain the Web Site according to written Customer instructions until such time as notified to discontinue the maintenance service.

2. Prices & Payment.

- (a) Generally. Technical services to create, install and test the Web Site are provided at the time & materials rate of **one hundred dollars (\$100.00)** per hour, plus Site Designer's reasonable, documented out-of-pocket travel, shipping and outside service costs.
- (b) Development. The total price for initial development or re-development of the Web Site shall not exceed the price on the attached Technical Services Estimate. This price assumes Customer furnishes Site Designer with complete content prior to the commencement of work, maintains a stable scope of work and provides prompt feedback during development and testing. **Delays of ten days or more will subject the Customer to a project reinstatement fee equal to two hours at the above rate per each 15 day period without response from Customer.** The Web Site will be installed at the hosting ISP upon receipt of final payment. Unless otherwise agreed, each party shall bear the cost, if any, of content it may contribute to development of the Web Site. The Customer shall pay the cost of establishing and maintaining registration of any separate Internet domain name for its Web Site. Customer shall choose and pay the costs of hosting the Web Site at an Internet Service Provider (ISP).
- (c) Maintenance. Ongoing technical services to maintain, update, add or delete content to the Web Site are provided at the rate **one hundred dollars (\$100.00)** per hour, plus Site Designer's reasonable, documented out-of-pocket travel, shipping and outside service costs with the exception of flat rate services, including the Performance Reporting Service listed on the attached rate sheet.
- (d) Payments and Deposits. An initial payment of **50%** of the estimate for Development of the Web Site shall be paid prior to the commencement of work. The price for all technical services shall be invoiced weekly as work progresses and shall be paid within 30 days within receipt of invoice. A deposit of **50%** of the estimated price for Maintenance shall be paid in advance for work estimated at over **five hundred dollars (\$500)**. A discount of **25%** will be applied to Web Site Development or Maintenance technical services when the total amount of the estimate is paid in advance.
- (e) Changes. Minor changes received prior to completion of the portion of the Web Site

which include this content and which do not require additional time or materials will be included in the above stated price estimate. Changes to content provided to Site Designer not received prior to the commencement of work on the portion of the Web Site containing the changed content will be subject to the above fees for Maintenance above and beyond the estimate. Changes to the Statement of Work will require preparation of a new Technical Services Estimate.

- (f) Late Payments & Taxes. Services may be suspended or terminated on ten (10) days' notice if Customer fails to pay any amount when due. Any late payment shall be subject to interest as stated on invoice, not to exceed the amount allowed by law and costs of collection, including reasonable legal fees and court costs. Customer shall pay, indemnify and hold Site Designer harmless from all sales, use, gross receipts, GST, value-added, personal property or other tax or levy (including interest and penalties) imposed on the services and deliverables provided hereunder, other than taxes based on the net income or profits of Site Designer.
3. Term of Agreement. This Agreement shall commence on the date last below written. Unless terminated earlier under Section 12 ("Termination"), this Agreement shall continue in full force and effect until either party terminates by giving the other party at least thirty (30) days' advance written notice. Termination of this Agreement does not release Customer from payment for services performed under this Agreement prior to notification of termination.
4. Written Notice. Notification of termination must occur by written notice delivered by registered, certified or other traceable deliver service. Facsimile, telephone calls or messages do not constitute written notice.
5. Proprietary Rights. Each party owns and, during the Term, hereby licenses for use as an integrated part of the Web Site on a non-exclusive basis all preexisting data, databases, graphics, templates, software programs (including JAVA applets) and other material contributed by it to the development or operation of the Web Site. Subject to the foregoing sentence and receipt of final payment, Site Designer assigns to the Customer, perpetual rights to display one copy of the Web Site at one domain owned by Customer. No other rights are granted herein. Rights assigned in this Agreement may not be transferred, assigned in whole or in part for other use on the Internet, in print, or in any other media. Usage rights for logos, artwork, and graphics created for the Web Site may be licensed or purchased for other uses in print, on the Internet or other media. Site Designer's copyright notices must be visible on all pages of the Web Site and all photographs and may not be altered from their original form except with the written permission of Site Designer. Each copyright notice must contain a link to Site Designer's copyright contact form. This Web Site shall not be considered a work-for-hire.
6. Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical information and development techniques, business and financial information, visitor lists and other information designated by a party as confidential or proprietary. Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, or (iii) information received by a party from a third party who was free to disclose it, or (iv) information necessary to cooperate with law enforcement officials or any person likely to be harmed by Customer's violation of the Regulation of Certain Content. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information except in performing its obligations under this Agreement. Each party shall use the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own

Confidential Information, but in no event shall it use less than due diligence and care. Neither party shall alter or remove from any Confidential Information of the other party any proprietary, copyright, trademark or trade secret legend.

7. Nonsolicitation. During the Term and for a period of one (1) year thereafter, Customer agrees not to hire, solicit nor attempt to solicit the services of any employee or subcontractor of Site Designer without the prior written consent of Site Designer.
8. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of Section 5 ("Proprietary Rights"), Section 6 ("Confidentiality") or Section 7 ("Nonsolicitation") would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that temporary and permanent injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.
9. Force Majeure. The Site Designer is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses and incompatible or defective equipment, software or services not supplied by Site Designer. Nothing herein enlarges any warranty or diminishes any disclaimer provided in Section 10 ("Warranties").
10. Regulation of Certain Content. Site Designer is a mere formatter of provided content and is relying on Customer to prescreen or editorially control the content of Customer's Web Site. Site Designer reserves the right to eliminate information from the Web Site brought to its attention which it deems detrimental to the Site Designer or any person. Customer agrees not to include in the Web Site any material which violates or infringes the rights of any person or which a reasonable person would consider abusive, profane or offensive, which is fraudulent, which is defamatory or harassing, or which violates or encourages others to violate any applicable law. To protect itself, Site Designer may without liability actively cooperate with and furnish identifying and supporting information to any person likely to be harmed by Customer's violation of these provisions and to any law enforcement agency serving a warrant or subpoena on the Site Designer.
11. Warranties. The following provisions are subject to Section 11 ("Limitation of Liabilities").
12. Noninfringement Warranty. Customer warrants that any technology, information or material (other than Site Designer's own material) provided for distribution on the Web Site will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third persons, or otherwise violate this Agreement or any applicable law. Customer will defend, indemnify and hold Site Designer harmless from all liability and expense (including attorney fees) arising from any claim to the contrary.
13. Limited Performance Warranty. Site Designer warrants to Customer that it will make its best effort during the Term of this Agreement to perform its services in a competent and workmanlike manner and to ensure the Web Site operates substantially according to the agreed-to specifications. Site Designer does not warrant that it will be able to correct all reported defects or that use of the Web Site will be error free in all environments. Site Designer makes no warranty regarding features or services provided by third parties (especially Internet telecommunications service or Web "browser" software), which are provided "as is" and "as available." EXCEPT AS SET FORTH ABOVE, SITE DESIGNER MAKES NO WARRANTY, EXPRESS OR IMPLIED.
14. Limitation of Liabilities. The following provisions are a material condition of this Agreement

and reflect a fair allocation of risk:

15. Remedies. Customer agrees that if the Site Designer violates any warranty or other provision of this Agreement, and Site Designer determines that repair or other corrective action is not economically or technically feasible, Customer's sole and exclusive remedy will be to obtain a refund of amounts paid by Customer to Site Designer for services rendered hereunder during the previous twelve (12) months.

16. Liabilities. SITE DESIGNER IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE PRICE PAID BY CUSTOMER FOR SERVICES HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL SITE DESIGNER BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS FEES) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

17. Termination. Either party may suspend or terminate this Agreement if the other party materially breaches any provision and fails within ten (10) days of written notice to correct such default or commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to correction. Termination shall have no effect on the parties' rights and obligations under Section 5 ("Proprietary Rights"), Section 11 ("Warranties") or Section 14 ("Limitation of Liabilities") . For a period of ninety (90) days following termination, the Site Designer shall upon request, provide access to an electronic copy of all files that comprise the web site.

18. Disputes, Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND TEXAS, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN TEXAS.

19. Miscellaneous. This document and any attachments incorporated by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Site Designer:

Customer:

City Seahorse, Incorporated

By: _____

By: _____

Name: _____

Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

