



Web Site Maintenance and Support Service Agreement

Customer Information (This is the entity contracting with SelectNet for services)

Company Name:
Business Address:
City: State: ZIP: Country:
Contact Name: Phone#: FAX#:
Present Web Address (if any): E-mail address:
Current Site's Username: Password: Host:

Payment Information

A check or credit card payment equal to the Initial Payment shown below must accompany this Agreement.

- Use my credit card for Initial Payment only.
Use my credit card Invoice me for subsequent billing cycles.

Credit Card Information:

- Visa MasterCard AMEX

Card Number Expire Date
Name (as on card)
Address:
Zip:

Services and Fees

As-needed support/maintenance rates:

- Web Designer I -- \$65/hr
Web Designer II -- \$85/hr
Senior Web Designer -- \$100/hr
Project Management -- \$115/hr

- 1. If requested, SelectNet will provide an estimate of time for completing a support/maintenance task prior to initiating the work.
2. Minimum billing increment is 0.25 hr.
3. Customer shall reimburse SelectNet for all out-of-pocket expenses incurred by SelectNet in performing services under this Agreement. Such expenses include, but are not limited to: (a) all communications charges; (b) travel expenses other than normal commuting, including airfares, rental vehicles, and highway mileage in company or personal vehicles at 34 cents per mile; and (c) other expenses resulting from the work performed under this Agreement.

Terms and Conditions

This document establishes mutual promises and operating principles as they relate to technical services to be performed for customer by SelectNet Internet Services. To this end the parties agree as follows:

1. Authorization The above-named customer is engaging SelectNet Internet Services, a division of Pearl Technologies (a California corporation, located at 2788 Loker Ave, Carlsbad, CA), as an independent contractor for the specific project of developing and/or improving a World Wide Web site to be installed on the customer's web space on an Internet Service Provider's computer (if not utilizing SelectNet Internet Services servers as host). The customer hereby authorizes SelectNet Internet Services to access this account, and authorizes the Internet Service Provider to provide SelectNet Internet Services with "write permission" for the customer's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The customer also authorizes SelectNet Internet Services to publicize their completed Web site to Web search engines and Web directories.

2. Initial Payment and Refund Policy. This agreement begins with an initial payment of _____-0-_____. If the customer halts work and applies for a refund to SelectNet Internet Services, 2788 Loker Ave, Carlsbad, CA 92008, phone (760) 438-9555, work completed shall be billed at an hourly rate of \$125/hour, and deducted from the initial payment, the balance of which shall be returned to the customer. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the customer shall be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is received by SelectNet within 30 days of signing this agreement.

3. Term of Agreement. This agreement commences on the date it is executed by SelectNet Internet Services and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

4. Payment of Fees. Web Site Development Fees are due and payable on the following schedule: INITIAL PAYMENT (see above) upon signing this contract, monthly progress payments upon receipt of invoice, and project balance due when the proofing stage begins. During the proofing stage, typographical errors, minor design changes, and other corrections will be made. If the total amount of this contract is less than \$500.00 the total amount shall be paid upon signing this contract. In case the customer has not secured Web space on SelectNet's servers or another Internet Service Provider's server by the time the Web pages are completed, the Web pages may be delivered to the customer on diskette or attached to an e-mail message. Submitting the pages to Web search engines and updating occur only after the final payment is made. All payments will be made in US funds. If the customer does not supply SelectNet Internet Services the complete text and graphics content for all Web pages for the Site within six weeks of the date this Agreement was signed, the entire amount of the Web Site Development Fees becomes due and payable. If the customer has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the Site is substantially complete under this Agreement. ALL BALANCES ARE DUE BEFORE ANY COPYRIGHT TRANSFERS ARE CONSIDERED, FINAL FILES TRANSMITTED, AND/OR SERVER SPACE PROVIDED. ANY AND ALL ACCOUNTS WITH A 45-DAY LATE BALANCE MAY BE SENT TO COLLECTIONS.

Any Web Site Development or Maintenance services that are to be billed on an hourly basis are subject to a minimum one-half (1/2) hour of labor, and thereafter for the portion of each hour used, to the nearest 15min increment. All invoices are detailed as to time charged. Customer is responsible for charges from the application date until the account is closed and SelectNet Internet Services may apply the amount due to customer's credit card or account at any time.

Customer is solely responsible for informing SelectNet Internet Services of all customers contact and billing information including new expiration dates on customer's listed credit card, no remaining credit on the credit account, new credit card numbers, address and phone number changes.

5. Additional Charges. SelectNet Internet Services will charge \$30 for all returned checks. A service charge of \$15.00 may be assessed if payment is not received by the due date. Customer is liable for any and all attorney fees, court costs, and collection agency fees or commissions if SelectNet Internet Services has to resort to these methods in order to collect debts owed to SelectNet Internet Services. Customer agrees to pay SelectNet Internet Services its reasonable expenses, including attorney fees, incurred in enforcing its rights under this Agreement.

6. Assignment of Project. SelectNet Internet Services reserves the right to assign subcontractors to this project at its sole discretion.

7. Performance of the Site, Limit of Liability. SelectNet Internet Services will endeavor to perform WebSite Development or Maintenance Services under this Agreement with due and reasonable diligence consistent with sound Web design practices.

The function or operation of the Site developed or maintained under this Agreement is provided on an "As is" basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, noninfringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of dealing, course of performance or trade usage. SelectNet does not warrant that the operation of the Site will be continual, uninterrupted or error-free. It is solely the customer's responsibility to evaluate the accuracy, completeness, usefulness, quality, merchantability and performance of all opinions, advice, services, products and merchandise provided by SelectNet Internet Services or its subcontractors. In no event will SelectNet Internet Services be liable to the Customer or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate the Site, even if SelectNet Internet Services has been advised of the possibility of such damages. SelectNet's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to SelectNet by Customer under this agreement. Unless specifically included in the Services, SelectNet Internet Services does not and will not (under this Agreement) provide any type of technical support for customer's access to the Internet associated with accessing or supporting of this Site and/or its associated functions. In addition, unless specifically included in the Services, customer agrees that SelectNet Internet Services is not obligated to provide any Site content updates, additions, subtractions or modifications or provide any technical support or training for such updating of the Site or its associated functions. The foregoing exclusions and disclaimers are an essential part of this Agreement and formed the basis for determining the price charged for WebSite Development or Maintenance Services.

8. Indemnity. Customer hereby agrees to indemnify, defend with counsel selected by SelectNet Internet Services, protect and hold harmless SelectNet Internet Services, its general partners, officers, directors, employees, agents, assigns and successors in interest (collectively the "Indemnities") from and against all claims, demands, suits, causes of action, legal or administrative proceedings, actual damages (including but not limited to special and consequential damages), punitive damages, penalties, fines, charges, costs, liens, injuries, losses, debts, liabilities, and expenses of every kind whatsoever paid, incurred or suffered by, or asserted against, any of the Indemnities directly or indirectly (1) arising out of the use of the Site provided under this Agreement; (2) attributable to any breach of this Agreement by Customer; or (3) concerning product liability or alleging breach of the warranties or merchantability and/or fitness for a particular purpose, and related in any way to any product sold or offered by Customer at the Site. To the fullest extent permitted by law, the foregoing indemnity shall apply regardless of the fault, active or passive negligence, or breach of warranty or contract by any of the Indemnities.

9. Copyright and Trademarks. The customer represents to SelectNet Internet Services and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, data, information, or other artwork furnished to SelectNet Internet Services for inclusion in Web pages are owned by the customer, or that the customer has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend SelectNet Internet Services, Inc. and its subcontractors from any claim or suit arising from the use of such elements furnished by the customer.

10. Copyright. Copyright to the finished assembled work of SelectNet for the Site ("Developer Content"), including but not limited to web page HTML, content, layouts, text, logos, programming scripts, graphics and documentation remains the exclusive property of SelectNet Internet Services until transferred in writing to customer. Copyrights for certain CGI script code, Java Script code, JAVA code, database integration programming, shopping cart or e-commerce configurations and scripts, may not be transferable, in which case SelectNet Internet Services may grant a non-exclusive non-transferable license to use said programming code and/or configurations. Rights to certain photographs, original graphics, source code, scripts, work-up files, and computer programs used for the Site shall remain the property of their respective owners. Furthermore, any material that customer causes SelectNet Internet Services to modify in any way, for customer's Site or other use, automatically becomes copyright of SelectNet Internet Services until all outstanding balances are paid.

When all balances are paid and copyright transfer has been made in writing, the following will be displayed at the bottom of every page SelectNet Internet Services creates:

When not hosted on a SelectNet Internet Services maintained server:

Website Designed by SelectNet Internet Services

When Hosted on SelectNet Internet Services maintained server:

Website Designed & Powered by SelectNet Internet Services

Customer agrees not to remove this line for a period of one year from site completion. Additionally, Customer agrees that SelectNet Internet Services may retain a copy of the original site to be displayed in our portfolio. Our copy of the site will reflect the respected companies' ownership.

When balances are still pending and forthcoming and copyright transfer has not been made. The following will be displayed at the bottom of every page SelectNet Internet Services creates until all balances are paid and copyright transfer has been made in

writing:

**Website Designed by SelectNet Internet Services
Web Design & Graphics Copyright © 2004 SelectNet Internet Services. All Rights Reserved.**

11. Termination of Agreement. Each party shall have the right to terminate this Agreement for any reason by written notice to the other party. If Customer terminates this agreement, Customer shall be responsible to immediately pay SelectNet for all amounts payable or accrued to SelectNet through the cancellation date. If SelectNet terminates this Agreement because of Customer's default, all of the following shall apply: (a) Customer shall immediately cease use of Site content developed by SelectNet under this Agreement; (b) Customer shall, within ten days of such termination, deliver to SelectNet all copies and portions of the Site content developed by SelectNet under this Agreement and related materials and documentation in its possession furnished by SelectNet under this Agreement; (c) All amounts payable or accrued to SelectNet under this Agreement shall become immediately due and payable; (d) All rights and licenses granted to Customer under this Agreement shall immediately terminate.

12. Sole Agreement. This agreement constitutes the sole agreement between SelectNet Internet Services and the customer regarding this contracted Website project. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

13. Governing Laws. This agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its conflicts of law provisions. Customer consents to the personal jurisdiction of the federal and state courts having jurisdiction for Carlsbad, California with respect to all disputes arising out of this Agreement, customer's use of the Service or otherwise between customer and SelectNet Internet Services. Any cause of action customer may have with respect to the Service must be commenced within 180 days after the claim or cause of action arises or such claim or cause of action is barred.

14. Transfer. Neither this Agreement, nor any of customer's rights or obligations arising herein, shall be transferable by customer to any third party without SelectNet Internet Services' prior written consent. No amendment or modification to this Agreement by customer shall be valid or binding on SelectNet Internet Services unless made in writing and signed by both parties.

15. Consumer Rights. Under California Civil Code Section 1789.3, California customers are entitled to the following specific consumer rights information: the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street #501, Sacramento, CA, 95814 or by telephone at 1-916-445-1254.

Upon signing below I acknowledge I have read, understood and agree to any and all statements, definitions, terms and conditions of items 1 - 15 on pages one through five of this web site design, development and maintenance service agreement, and am authorized to legally bind my organization or business. I also authorize SelectNet Internet Services, a division of Pearl Technologies, Inc., to bill my credit card if so indicated above.

On behalf of the Customer:

On behalf of SelectNet Internet Services:

Name: _____ (Please Print)

Name: _____ (Please Print)

Signature _____ Date _____

Signature _____ Date _____