



4SureLink Communications Website Design & Hosting Agreement

This Design and Hosting Agreement by and between **4SureLink Communications** (the "ISP") and _____

(the "Company") is entered into on this _____ day of _____, 2004.

Service: The ISP agrees to provide a custom developed web, which includes interactive information, visitor communicative abilities and certain other elements in accordance with each design package. Ongoing hosting includes company side control panel, unlimited emails, 500MB of web space, 20GB of monthly data transfer, each transmitted via the ISP's Apache Unix server. ISP agrees to provide all of the additional services listed in the Website Planning Worksheet submitted by client or the Letter of Intent prepared by ISP as "Exhibit "A" (attached hereto and incorporated herein by this reference). The ISP agrees not raise its rate(s) for the duration of the Term. The ISP agrees to provide on-going technical support to the Company for the duration of the Term. The Term is automatically renewed at one year intervals unless cancelled by either party.

Contact Name(s): _____ Title: _____

Phone: () _____

Company/Client: _____

Address: _____

_____ STATE: _____ ZIP: _____

Domain Name): _____

Our desire is to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

1. Authorization. The above-named client is engaging **4SureLink Communications**, located at 468 N. Camden Drive, Beverly Hills, California 90210, as an independent contractor for the specific project of developing a custom web site. The client hereby authorizes 4SureLink Communications to act as developer and the on-going web host for the client's web page directories, cgi-bin directories, and any other directories or programs which need to be accessed for this project. The client also authorizes 4SureLink Communications to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Standard Website Package Elements) 4SureLink Communications includes the following elements in its Standard Website Packages:

- **E-mail/phone consultation** (Up to 6 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own web page editor. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.)
- **Words of text** supplied by the client via electronic communication or supplied via diskette.
- **Links** to external pages, up to an average of 3.0 per page.
- **Custom Graphics Package.** Masthead graphic on first page (custom graphic incorporating company logo). Top-of-page graphic for all other pages in your website. Colorful lines and bullets, and colored and textured background.
- **Photos and other misc. graphic images** supplied by client (up to an average of 3.0 included per page in standard, in addition to masthead and top-of-page graphic
- **Installation** of web pages on 4SureLink's server for web hosting services.
- **Minor updates and changes** to existing web pages are subject to the limits of the maintenance program selected. Additional changes billed at hourly rate.
- **Search Engine Submission** to at least a one hundred major Web search engines.
- **E-mail response link** on each web page to any e-mail address the client designates.
- **Feedback or guest book form** (Basic CGI program included. Includes up to 20 fields. Extra charges may be incurred if client's choose another web hosting services and the client's web hosting service does not use a Unix operating system.)
- **Image Map** for internal navigation.

3. Standard Website Packages only. The content of the web pages will be supplied by the client and executed as specified by the client the "Web Site Development Worksheet" or a "Letter of Intent" prepared by ISP dated ____/04, (and incorporated herein by this reference). This website includes up to ____ web pages, not including site functionality and tools and Data Base generated web pages, if any. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay 4SureLink Communications an additional \$75.00 for each additional web page. Graphics or photos beyond the allowed average of 3.0 per web page shall be billed at an additional \$15.00 each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified below.

4. Maintenance and Hourly Rate. This agreement includes minor web page maintenance to regular web pages (not store product pages) over a three-month period, including updating links and making minor changes to a sentence or paragraph. It does not including removing nearly all the text from a page and replacing it with new text. If the client or an agent other than 4SureLink Communications attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The three-month maintenance period commences upon completion of the website.

Changes to the web site, requested by the client beyond those limits will be billed at the hourly rate of \$75.00. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an online store, and art, photo, graphics services. CGI programming charges (if any) are not included in this rate.

5. Changes to Submitted Text. Please send us your **final text**. Time required to make substantive changes to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate.

6. Web Hosting. Should client have another web hosting company, and we are only providing design services, the client agrees to select a web hosting service which allows 4SureLink Communications full access to the website, cgi-bin directory, ASP/PHP data base server, file manager access via FTP and telnet. The client further understands that if the web hosting service's operating system is not a Unix system, standard CGI software may not work, and providing a substitute may incur additional charges.

8. Completion Date. 4SureLink Communications and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website within _____ weeks from the date of this Agreement.

If the client does not supply 4SureLink Communications complete text and graphics content all web pages contracted for within 4 weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client 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 website is published to the web.

9. Payment of Fees. Fees to 4SureLink Communications are due and payable on the following schedule Fifty Percent (50%) upon signing this Agreement and 50% at final site approval but prior to posting the completed design to the world wide web: (If Data Base Programming then the payment schedule is: 50% upon signing this contract, 25% at a designated period agreed to by ISP and Company, and 25% when the web site has been constructed according to the client's specifications. At site completion, the web pages will be delivered to the client on CD-Rom and available 24/7/365 via virtual FTP. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payments will be made in US funds.

10. Assignment of Project. 4SureLink Communications reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

11. Legal. 4SureLink Communications does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will 4SureLink Communications be liable to the client 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 these web pages or website, even if 4SureLink Communications has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

12. Copyrights and Trademarks. The client represents to 4SureLink Communications and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to 4SureLink Communications for inclusion in web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend 4SureLink Communications and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

13. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend 4SureLink Communications and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

14. Copyright to Web pages. Copyright to the finished assembled work of web pages produced by 4SureLink Communications is owned by 4SureLink Communications. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, scripting and/or special text elements contained in the finished assembled website. Any data base design and information remain the exclusive property of the client. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. 4SureLink Communications and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

15. Payment of fees. In order for 4SureLink Communications to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. 4SureLink Communications reserves the right to remove web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This Agreement becomes effective only when signed by 4SureLink Communications. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Los Angeles County, California, and any dispute will be litigated or arbitrated in Los Angeles County, California. Please pay on time.

16. Sole Agreement. The Agreement contained in this "Website Design Agreement" constitutes the sole agreement between 4SureLink Communications and the client regarding this website. 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 twelve (12) months after both parties sign this contract. Significant changes to ISP services after that time will require a new agreement.

18. Initial Payment and Refund Policy.

The total amount of this contract is \$ _____

This agreement begins with an initial payment equalizing 50% of the total development cost. If the client halts work and applies by registered letter for a refund within 3 days, to the Director of 4SureLink Communications, P.O. Box 451505, Los Angeles, CA 90045, work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client 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 made within 3 days of signing this contract.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client (authorized signature):

_____ Date _____, 2004

By: _____ (Authorized Representative of Company)

On behalf of 4SureLink Communications, Inc. (authorized signature)

_____ Date _____, 2004

By: _____ (Authorized Representative of 4SureLink)