AGREEMENT FOR WEBSITE MAINTENANCE AND MODIFICATIONS

1. Authorization. _____(Name)_____,
(the "Client") authorizes GeekArtist Web Solutions, LLC at 4314 Princeton Drive, Garland, TX 75042 (hereinafter referred to as the "The Company") to maintain a website for _____(Business/Org Name)_____ _____ at _____(Mailing or postal address)_____ _____ (hereinafter referred to as the "Client") for the domain _____. The Client authorizes the Company to access Client's web host server to upload and download files as needed from the client directory for the purposes of creating and/or maintaining a web site. The client authorizes use of their logo and all brand identification in the maintenance of the web site.

2. Fees and Expenses. The Company will maintain the web site for the Client at a rate of $125 per hour. ***The Company will only bill for actual time involved for work completed. The Client will be billed after the first of each month.*** The Client is only billed after work is completed; there are no required fees up front. The Client shall reimburse The Company for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment. The Client authorizes The Company to make any and all necessary software updates to their website, as needed, except for the following: ____
_____.

3. Definition of Maintenance. The Company will add, remove, and/or modify content on the site at client request. By signing this contract, The Client authorizes The Company to update website software and apply any necessary software plug-ins, as needed, for improved website security.

The client will be notified in advance, and request authorization from The Client, before any software is purchased.

The Company will also manage comment spam, unless The Client requests to manage all comments themselves.

4. Payment Terms. The Company will bill client monthly for work performed on an hourly basis at the rate of $125 per hour. All invoices are payable within 30 days of receipt. A 15% monthly service charge is payable on all overdue balances. The grant of any license or right of copyright is conditioned on receipt of full payment. If necessary, the Client authorizes The Company to purchase a domain, stock photography, and any other services or materials required for the express purpose of maintaining the Client's website. The Company is entitled to and will retain any funds it paid to subcontractors to assist in the project, from any refund of amounts prepaid to Client by the Company.

5. Default in Payment. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment. The Company reserves the right to remove The

Client's website and replace the site with a single page site, containing content at The Company's discretion, should the Client default in payment.

6. Deadlines. *The Company will typically make updates the Client's site within 48 hours of submission of request for update. This time-frame excludes holidays, weekends, and technical difficulties reaching Client's site.* Any emergency updates must be received via email with a notice in the email subject indicating the update is a "rush" or "urgent" or "time sensitive" update. *Updates must be sent to updates@geekartist.com* to ensure timely completion of an emergency update. The Company shall not be held responsible for delays to site development arising out of Client's delays in providing graphics and text to The Company. *Some requests for updates my not be feasible within 48 hours, as they are defined as "projects" instead of an "update".* Client will be notified if this is the case up-front and a time-frame and estimate given for project completion. Work will not begin on project without written client approval.

7. Copyright. The Client represents that all website content including logos, trademarks, photos, illustrations, audio, video, and written content provided to the Company are owned by the Client, or the Client has received explicit written permission for use, and does not violate United States copyright law.

Client has also received permission from all individuals photographed to be shown on the web. Each person in photos going online understands that their face will be seen on the Internet. Any names and contact information placed on the website also have been provided with consent from each individual.

Client agrees to indemnify and hold GeekArtist Web Solutions, LLC harmless against all claims, including but not limited to claims of copyright or trademark infringement, violations of the rights of privacy or publicity or defamation, arising out of use of the work.

8. Ownership and Return of Artwork. All content created by the Company and/or its subcontractors for the Client is the property of the Client, once payment is received by The Company for The Client. Client hereby grants to the Company the right to use the work for demonstration of past work performed via portfolio or advertising.

9. Cancellation of Maintenance Agreement. The Company reserves the right to refuse service and cancel the Maintenance Agreement if necessary, in which case, the client will pay for any completed work. Likewise, the client may cancel the Maintenance Agreement. Cancellation on behalf of either party must be submitted in writing, either by email or certified mail.

10. Internet Access. Access to the internet will be provided by a separate Internet Service Provider (ISP) to be contracted by the Client and who will not be a party to this agreement.

11. Other Electronic Commerce Business Relationships. The Client understands that the web host, credit card processing services and any other businesses not owned by the Company are not parties to this contract and are separate business entities from the Company. The Client understands that The Company has no control over functionality or availability of website due to the actions or inaction of the web host server, credit card processing, online banking and any other business services the Client uses to transact business over the Internet outside of the Company.   The Company makes no representations, warranties or guarantees for any recommendations of other Internet business partners.

12. The Company's Guarantee for Program Use. The Company guarantees to notify the Client of any licensing and/or permissions required for art-generating/driving programs to be used, or for fees for any other software needed for the website. Purchases will not be made without permission from the Client.

13. Testing and Acceptance Procedures. The Company will make every good-faith effort to thoroughly test all elements of the web site that have received changes and make all necessary corrections as a result of such testing prior to handing over the deliverables to the Client. ***The Company cannot be held accountable for any elements of the site that the Company did not make changes to, did not create (such as shopping carts), and does not own (such as third party software and add-ons).***

14. Sole Agreement and Amendment. This contract constitutes the sole agreement between the Company and the Client and hereby voids any prior agreements, written or verbal. This agreement may be amended, in writing, by both parties at any time.

15. No Guarantees. The Company makes no representations or guarantee as to the amount of traffic to the Client's site or interest generated in the Client's site.   The Company makes no representations and does not guarantee an increase in Client sales, nor does The Company promise top listing in any search engine or directory.   The Company will use its best efforts to perform under the contract, and makes no representation or guarantee that the site will be accessible by all browser and operating systems.

16. Electronic Commerce Law. The Client agrees that the Client is solely responsible for compliance with federal and/or state laws regarding any electronic commerce conducted through their website and will hold harmless the Company and its subcontractors from any claim, causes of action, penalty, tax, and/or tariff arising from the Client's use of electronic commerce.

17. Confidentiality. The Company understands that it will be working with confidential Client information and will only release this information to parties directly involved in website creation. Client authorizes Company to release information to third parties requiring access for site creation. This includes, but is not limited to, website and email address user ids and passwords, trade information, and banking information should the

Client request online shopping.

If Client chooses not to retain the Company for website maintenance, Client will change FTP, email, bank, and any other passwords the Company has had access to. Client will hold The Company harmless should breach of security occur if Client has not changed business passwords.

18. Security. GeekArtist Web Solutions, LLC will make reasonable attempts to protect the integrity of the Client website. This includes patching any third party software, such as Content Management Systems, used on the Client's site. However, as this software is not created by GeekArtist Web Solutions, LLC, the Company cannot be held responsible for security flaws by the software creators. As no software or server is 100% safe from security breach, the Client understands that the Company cannot be held accountable for all security breaches should they occur. Further, the Company is not held accountable for patching any software that has been installed to the site without the Company's knowledge.

The Company will make updates and changes to the site, and provide information regarding the website to the Client and up two of Client's designees (herein referred to as the "points of contact"). Should any other employee or member of the Client's organization contact the Company regarding the website, the Company will contact one or all of the three designated points of contact with the issue. Client shall notify The Company of Client's designees in writing, and shall identify them by name, email address and phone number. Any email requesting changes to the site or information from the site that is not from a point of contact email on file will be referred to a current point of contact. Points of contact may be changed at any time during the maintenance of the site, provided notice is made to the Company in writing from a designated contact email.

The Client will also provide an emergency contact and phone number should there be an emergency requiring input from the Client.

19. Accessibility, Usability, Cross-Platform Issues. The Company will do its best to make sites as accessible, useable, and cross-platform as possible. Client understands that some site features will cause a website to not meet these standards 100%. *The Client understands that no website will look and function identically all browsers and operating systems.*

GeekArtist Web Solutions, LLC no longer develops for Internet Explorer version 6 unless it is specifically requested by the client, or it is clear to GeekArtist Web Solutions that the Client's target audience uses that browser. GeekArtist Web Solutions, LLC charges their full hourly rate to make a site compatible (in terms of look and functionality) with Internet Explorer 6. *Changes to a website to be compatible with Internet Explorer version 6 can extend the amount of time required to complete a project.*

Client will be informed if features requested by the Client will negatively impact website accessibility, usability, and cross-platform use. Client agrees to indemnify and hold the Company harmless against all claims with regard to these matters.

20. Unauthorized Use and Program License. The Client will indemnify the Company against all claims and expenses arising from uses for which the Client does not have rights to or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from the use of graphics programs that require such payments.

21. Limitation of Liability. Client agrees that it shall not hold the Company or its agents or employees liable for any incidental or consequential damages that arise from the Company's failure to perform any aspect of the work in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Company or a third party. Furthermore, The Company disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD THE COMPANY HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF THE COMPANY'S PRODUCT TO THE EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

22. Acceptance of Terms. The signature of both parties shall evidence acceptance of these terms.

23. General Matters.
This Agreement shall be governed by the laws of the state of Texas and shall be construed in accordance therewith.

No provision of this Agreement may be waived, except by an agreement in writing by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other provision.

This Agreement shall be binding upon the parties, their successors, and assigns.

This Agreement may be amended, altered, or revoked at any time, in whole or in part, by the written agreement of the parties hereto.

Throughout this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine and neuter shall include the feminine, wherever the context so requires.

The headings of Paragraphs are included solely for convenience of reference. If any conflict between the headings and the text of this Agreement exists, the text will control.

If any provision of this Agreement is declared by a court of competent jurisdiction to be

invalid for any reason, such invalidity shall not affect any other provision of this Agreement. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provision had never been inserted in this Agreement.

Any notice required to be in writing under this Agreement shall either be sent by certified mail, return receipt requested, or by personal delivery, or by fax, or by email and shall be considered as received from the party delivering such notice as of the date of the signing of the return receipt in the case of certified mail or upon the date of the signing of a receipt upon delivery in the case of personal delivery.

The undersigned agrees to these terms on behalf of his or her organization or business. The undersigned represents that he/she is fully authorized to sign this agreement on behalf of the organization or business represented, and that the business entity represented is bound by this agreement.

CLIENT: **Business Name**

Date: _____   _____
                                 By: Signer Name

THE COMPANY: GeekArtist Web Solutions, LLC

Date: _____   _____
                                 By: Janice Schwarz