
The Wilkins Group, Inc. | DIR-TSO-4194
1710 Firman Drive, suite 200 | Richardson, Texas 75081
972-479-1090 | 972-479-1099 (f)
www.wilkins.com

WEBSITE DEVELOPMENT AND HOSTING AGREEMENT

1. Identification of the Parties: This Agreement is made between _____ (the "Customer") and The Wilkins Group, Inc. ("Wilkins").

2. Purpose of Agreement: Customer desires to retain Wilkins to develop or redesign or maintain a website. Additionally, Customer is interested in retaining Wilkins to host Customer's website. Wilkins is ready, willing and able to undertake the development or redesign or maintenance of the website and hosting of the Customer's website and agrees to do so under the terms and conditions set forth in this Agreement. Accordingly, the parties agree as follows:

3. Customer shall pay Wilkins the sum of \$_____ **per month*** for hosting Customer's website. If the Customer's Website ever exceeds ___ TB/month bandwidth and ___ GB data storage, Wilkins will notify the Customer in writing that the monthly hosting fees will increase to the appropriate Wilkins hosting package. Additionally, Customer shall pay Wilkins the sum of \$_____ to develop the website and train the Customer's staff to maintain the website.

The above-mentioned sum is based generally on a predefined, written scope of work and Wilkins shall, upon written request of the Customer, make additional desired functionality modifications, changes, revisions to the newly-designed Customer's website, at an additional quote.

Additionally, Customer has already chosen the following domain name/Web address _____. This domain name is the property of _____. Customer or Wilkins has registered this domain name and _____ will maintain the domain name registration. Wilkins to register the domain name. Wilkins will provide Customer with the hosting server's name to point the domain name to.

The monthly hosting fee includes up to 2 updates per month.

4. Assumptions

- Customer will provide all final website content prior to Wilkins starting the project.
- Customer is the subject matter expert related to Customer's website content. In other words, Wilkins will not provide any copywriting or photography services.
- Customer is the website owner and Wilkins has no claims on the website content, domain name or the client's data.
- Wilkins will implement Customer's website content in to a visually-pleasing and user-friendly format for viewing on laptops, cell phones, computers and tablets.
- Discussions will be via email and scheduled phone calls. If in-person meetings at Wilkins' or Customer's office(s) are requested by Customer, Wilkins may provide a travel cost estimate to Customer for pre-approval.
- Wilkins will work with one dedicated Customer representative who is knowledgeable of the project's expectations
- Customer will supply all website content in electronic editable format, including text, documents and non copyrighted images
- If using existing website content, Customer will supply Wilkins with access to the current hosting platform

5. Changes in Project Scope: Customer shall submit to Wilkins a written request specifying the desired changes. Wilkins will evaluate each such requests and provide Customer with a written proposal and timeframe to incorporate the requested changes. No changes will be made without a purchase order.

The estimated time frame for completing the Customer's Website is _____ **after the client has presented all final content in electronic format** to Wilkins. If outside of Wilkins' control, related to Customer delays, the time frame begins to go past the targeted deadline, Wilkins will notify the Customer in writing.

6. Delays: Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control.

Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. Failure of subcontractors and ability to obtain materials shall not be considered a condition beyond a party's reasonable control.

7. Purchase Order: Customer shall provide Wilkins a yearly purchase order (P.O.) to cover quoted costs prior to Wilkins starting any work on the project. At a minimum, Wilkins expects its 1st P.O. for this project to cover the following:

-
-

8. Payments: Wilkins shall invoice the Customer and Customer agrees to Net 30 payment terms.

9. Ownership and Access to the Website: Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, Wilkins hereby grants Customer ownership of the website and access to the website's source code and content management system.

10. Warranties: THE WEBSITE FURNISHED UNDER THIS AGREEMENT IS PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AGAINST INFRINGEMENT. WILKINS SHALL NOT INDEMNIFY CUSTOMER AGAINST CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS. Wilkins will exercise no control whatsoever over the content of the information passing through the network. Wilkins makes no warranties or representations of any kind, whether expressed or implied for the content that the Customer is providing. Wilkins also disclaims any warranty of merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Customer. Use of any information obtained by way of Wilkins is at the Customer's own risk, and Wilkins specifically denies any responsibility for the accuracy or quality of information obtained through the Customer. Connection speed represents the speed of a connection to and does not represent guarantees of available end to end bandwidth. Wilkins expressly limits its damages to the Customer for any non-accessibility time or other down time to the prorated monthly charge during the system unavailability. Wilkins specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

11. Returns: Not applicable



12. **Limitation of Wilkins' Liability to Customer:** In no event shall Wilkins be liable to Customer for lost profits of Customer, or special or consequential damages. Wilkins reserves the right to host any materials and may, at its option and at any time, reject this material, including but not limited to material prohibited by law after it has been put on Wilkins' server. Wilkins agrees to notify Customer immediately of its refusal of the material and afford Customer the opportunity to amend or modify the material to satisfy the needs and/or requirements of Wilkins. If the Customer fails to modify the material, as directed by Wilkins, within a reasonable period of time, which shall be determined between the parties themselves, the Agreement shall be deemed to be terminated.

13. **Term of Agreement:** This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

14. **Termination of Agreement:** Each party shall have the right to terminate this Agreement by 30 days written notice to the party.

If this Agreement is terminated by Customer for reasons other than breach by Wilkins, all amounts owed to Wilkins under this Agreement shall immediately become due and payable and all rights and licenses granted by Wilkins to Customer under this Agreement shall immediately terminate.

If Wilkins terminates this Agreement because of Customer's default, all of the following shall apply:

- (a) Customer shall immediately cease use of the Website.
- (b) Wilkins may discontinue hosting the Website and disable its future use.
- (c) All amounts payable or accrued to Wilkins under this Agreement shall become immediately due and payable.
- (d) All rights and licenses granted to Customer under this Agreement shall immediately terminate.

15. **Insolvency:** If either party becomes insolvent, files a bankruptcy petition, becomes the subject of an involuntary bankruptcy petition, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or ceases to conduct business, it shall be considered in default of this Agreement. If any of these events happen to a party, it shall immediately notify the other party.

16. **Taxes:** Customer shall be responsible for payment of all taxes, when applicable, based on work performed, products delivered and sold under this Agreement, including but not limited to all sales, income, consumer, use, tariffs and customs except for all of Wilkins' income taxes and employment taxes.

17. **Assignment:** Neither party may assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any attempt to do so shall be void and of no effect. However, Customer may assign without prior written consent its rights and obligations under this Agreement to a successor in interest due to Customer's acquisition, merger or reorganization.

18. **General Provisions:**

(a) **Complete Agreement:** This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire Agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

(b) **Modifications to Agreement:** Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

(c) **Waiver:** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

(d) **No Agency:** Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

(e) **Notices:** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or five days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address as each party may designate in writing.

(f) **Attorney Fees:** If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses, in addition to any other relief to which it may be entitled.

(g) **Applicable Law:** This Agreement will be governed by the laws of the State of Texas.

(h) **Severability:** If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its terms.

(i) **Headings Not Controlling:** The headings in this Agreement are for reference purposes only and shall not be construed as a part of this Agreement.

19. **Signatures:** Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

Customer:	Vendor:
	The Wilkins Group, Inc.
Authorized Customer Representative and Title:	Authorized Customer Representative and Title: Tomeka Herod, President
Address:	Address: 1710 Firman Drive, suite 200
City, State, Zip:	City, State, Zip: Richardson, TX 75081
Phone/Fax:	Phone/Fax: 972-479-1090, 972-479-1099 (f)
Email:	Email: <i>tomeka@wilkins.com</i>
Signature Below	Signature Below
Date	Date