

SERVICES AGREEMENT

Agreement made this ____ day of _____, 20__ by and between Spyder Tech, LLC a Connecticut Limited Liability Company (Hereinafter "Spyder Tech") and _____ (Hereinafter "Client")

Now therefore, in consideration for the mutual promises and understandings as where set forth it is agreed as follows:

I Definitions

The following technical definitions are provided

Host Provider- A company that rents space on one or more servers.

Server- A computer which has information storage capacity that is always connected to the internet. A server provides an electronic access point to the internet.

Web Page Directory- The web pages of the website.

FTP (File Transfer Protocol)/Telnet- A computer program that allows files to be transferred to or from the internet to the web publisher.

CGI Bin- An electronic file folder where data bases are located within a website.

Online Store- A virtual storefront used for the direct sale of goods and services via the internet

II Services

Spyder Tech and or its duly authorized agents/assigns will develop/improve a world wide website for installation on Client's web hosting service. Spyder Tech will provide the providing the following technical services on behalf of Client in accordance with one or more of the service packages specified and selected below:

A) Standard Service Package (_____) initial if applicable

The Standard Service Package includes the following:

- 1) Consultations with Client by phone or e-mail (subject to limitations hereinafter set forth).
- 2) Design/modification of web pages (subject to limitations hereinafter set forth) including the following graphics: Header, Menu Bar, Buttons, Search Boxes, and e-mail

response links. Note that the Standard Service Package does not include other graphics item such as Photos, Videos, Music, Logos, Data Bases, Web Stores, Shopping Carts and Flash Animation.

3) A total of ____ web pages are included. Additional web pages and advanced graphics not otherwise specified in this agreement are available at additional charge.

4) Installation of the new/modified web pages on Client's web hosting service. Client is responsible for selection and execution of an agreement with an appropriate web hosting service.

5) Minor updates to the Client's web pages created or modified under this agreement for a period of six (6) months commencing upon the contract completion date hereinafter set forth. Minor updates are those that do not involve changes to the general website format or the underlying computer code. Minor updates do not include changes to web pages not created or modified by Spyder Tech and/or changes to web pages that have been modified by the Client or his/her/its agent subsequent to execution of this agreement. The six (6) month update period is also limited as per paragraph XXX of this agreement. Spyder Tech can provide other updates/maintenance at an additional charge.

6) Submittal of Client's website to major search engines such as Google, Alta Vista, InfoSeek, Web Crawler, Lycos and Hotbot. Note that this does not include search engine optimization. Spyder Tech can provide search engine optimization services at an additional charge.

7) The Standard Service Package is limited to a total of twenty (20) hours of effort for all of the services specified in this agreement. Note that the twenty (20) hours limitation is in the aggregate, not for each type of effort. Spyder Tech will keep accurate time records for Client's periodic review. Spyder Tech can provide other services at an additional charge.

B) Advanced Service Package (_____) initial if applicable

The Advanced Service Package includes all of the services in the Standard Service Package plus the following addition/upgrades:

1) Flash elements and customer data bases.

2) A total of ____ web pages are included. Additional web pages and advanced graphics not otherwise specified in this agreement are available at additional charge.

3) The Advanced Service Package is limited to a total of forty (40) hours of effort for all of the services specified in this agreement. Note that the forty (40) hours limitation is in the aggregate, not for each type of effort. Spyder Tech will keep accurate time records

for Client's periodic review. Spyder Tech can provide other services at an additional charge.

C) Online Store Service Package (_____) initial if applicable

The Online Store Service Package includes all of the services in the Advanced Service Package plus the following addition/upgrades:

- 1) Preparation and planning of a web store planning worksheet. A total of _____ web pages are included. Additional web pages and advanced graphics not otherwise specified in this agreement are available at additional charge.
- 2) Spyder Tech will design and develop the web pages in accordance with a Client approved web store planning worksheet. The worksheet, if applicable, is incorporated into this agreement.
- 3) The Online Service Package is limited to a total of sixty (60) hours of effort for all of the services specified in this agreement. Note that the sixty (60) hours limitation is in the aggregate, not for each type of effort. Spyder Tech will keep accurate time records for Client's periodic review. Spyder Tech can provide other services at an additional charge.

III Development Schedule

Spyder Tech will commence work upon receipt of an executed contract and payment of the deposit as set forth in this agreement. Spyder Tech's services will be completed by _____, 20____. Spyder Tech is entitled to a day for day adjustment in schedule for any delays caused by Client's inability to supply pertinent information or approval of design decisions.

IV Payment Schedule

The total contract price is \$ _____ to be paid as follows:

- 1) Client will pay Spyder Tech a deposit in the amount of \$ _____ upon execution of this agreement.
- 2) Client will pay Spyder Tech a progress payment in the amount of \$ _____ upon the earlier of the Client's approval of Spyder Tech's proof of concept submittal or by _____, 2007.
- 3) Final payment is due upon the earlier of Spyder Tech's completion of the website or the contract completion date.

- 4) Client's obligation to pay is not relieved in the event that website completion or the contract completion date is delayed due to Client's delay in providing information or approval of design decisions.
- 5) If payment is not received within ten (10) business days then Spyder Tech may remove all web content and withhold source files and design material.
- 6) Any past due balances are subject to a 1.5% per month finance charge.

V Content Ownership

Upon receipt of final payment due Spyder Tech will execute and submit to Client an assignment of all rights and interests in web material in favor of Client.

VI Web Hosting

Client and acknowledges that Client must enter into and maintain a separate contract with a web hosting provider in order to keep Client's website on the world wide web. Spyder Tech does not provide web hosting services. Spyder Tech has no business relationship with any web host and derives no income or benefit from any such provider. Spyder Tech is not responsible for web hosting problems and does not provide support for hosting problems.

Client does agree to execute a written authorization allowing Spyder Tech access to Client's website through Client's hosting company's cgi-bin directory via FTP and telnet for the purposes of establishing and maintaining Client's website.

VII Guarantees/Indemnity

1) Client represent, warrants and guarantees that all material, including but not limited to: Web content, writings, copyrights, logos, trademarks, photos, artwork, graphics, designs, may be lawfully and properly be used on Client's website. Client agrees to indemnify and hold Spyder Tech harmless from any and all claims, suits, fines arising out of the use of material supplied by the Client and/or Client's agents, employees and assigns.

2) Spyder Tech does not guaranty nor make any representations as to the potential effectiveness, popularity or profitability of Client's website or web content. Client agrees that Spyder Tech is not liable for any and all damages (including but not limited to general, special, incidental or consequential damages), losses or injuries arising out of the implementation, operation or inability to operate Client's website or web content. Client acknowledges the possibility of such damages, losses or injuries and agrees to indemnify and hold Spyder Tech harmless for any and all such claims.

VIII Miscellaneous

This agreement commences upon the signature of both parties and the payment of any required deposit.

This contract constitutes the entire agreement between the parties hereto. Any and all additions, deletions or modifications must be in writing and signed by the party against whom such addition(s), deletion(s) or modification(s) is/are sought.

This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. The parties agree that any legal dispute arising out of or related to the execution and/or enforcement of this agreement shall be made in the courts within the jurisdiction of the State of Connecticut.

If any portion of this Agreement is adjudged invalid or unenforceable, in whole or in part, this agreement shall be construed to retain the original terms and conditions to the maximum extent permitted by law.

IX Execution

Client acknowledges his/her/its review of the foregoing and hereby agrees to same. Client represents that he/she is duly authorized to enter into this agreement on behalf of an organization or principal

Date

Client: Duly Authorized

Client: Printed Name

Date

Spyder Tech, LLC

Spyder Tech LLC: Printed Name