

Name: _____

Anevry Background/Ghost Account Number: _____

Anevry Master Account Number: _____

WebPerx Account Number: _____

Contract ID: _____

Section 2.2.1.1 of the Anevry Incorporated: General Terms and Conditions
The Anevry "WebPerx" Web Services Account's: NEW WEBSITE, WEBSITE DESIGN, AND REVAMP Services'
Terms and Conditions
PHYSICAL VERSION

2.2.1.1 TERMS REGARDING NEW WEBSITES, WEBSITE DESIGNS, AND REVAMPS:

The below terms and conditions, all subsections of Section 2.2.1.1, shall apply and be the terms and conditions, which you hereby have to accept in order to have a WebPerx Sub-Account AND in order to have Anevry: make a new website on your behalf, create a new site design on your behalf, revamp your old or current website on your behalf. Failure to comply or agree to any of these terms shall terminate your contract and any accounts, along with their services, that you may have. Along with your acceptance of the below terms, before you have Anevry create a new site design, website, or revamp on your old website on your behalf, both parties have to sign the terms (which will be located in a separate physical document) present in the subsections of Section 2.2.1.1. Furthermore, the terms encompassed in the subsections of Section 2.2.1.1 must be signed by both parties (as acceptance of terms for both sides) either electronically or through standard mail (with a physical contract being signed), the client (through an authorized representative) and Anevry (through an authorized representative), and you hereby agree to sign if you wish to have one of the corresponding services done for you, otherwise these Terms apply "as-is", and only your agreements shall stand until such a time as you sign it, then Anevry shall sign it, and both parties will be bound by the agreement below, otherwise, only you through acceptance of the entire General Terms and Conditions shall be bound by them. Use of the services provided hereunder, apply as applicable agreement on the part of the Client, and the version of these terms, present under the actual "Anevry Incorporated: General Terms and Conditions" as accessed under <http://www.anevry.com/>, shall be the actual copy of this contract. By using this service you must also agree to the "Anevry Incorporated: General Terms and Conditions" document. Should any of the following Terms differ from those you also agreed to in the General Terms and Conditions, then the General Terms and Conditions' Terms shall reign and hold supreme and supersede all differences here.

*Anevry Incorporated reserves the right to add or remove sections, as well as any content contained therein, to these Terms with applicable consent from both parties. When removing or altering anything in this contract, it becomes a 'custom' contract. When anything is ADDED or CHANGED in this contract TERMS it must be notified as such through a date (written next to it if a physical contract is used or printed in an official log book and signed electronically otherwise) located next to it, specifying the change-date, and the signature of Anevry Incorporated (with the signing date) AND a client Authorized Party (with the signing date) also located next to the added part. If anything should be REMOVED from these TERMS, it is to be signified by a noticeable cross-out, a date of removal located next to it, and the signature of Anevry Incorporated (with the signing date) AND a client Authorized Party (with the signing date) also located next to the added part.

2.2.1.1.1

Payment is due after each of a set of Milestones set within, and made clear as so through a contact method of some sort to be later determined. All invoices for Billable Expenses are payable within a net thirty (30) days of receipt. A 15% monthly service charge is payable on all overdue balances of any due payments regarding any Billable Expenses and the product as a whole. Anevry, if possible, shall debit all fees to your Payment Account, and in failure shall bill you directly through your billing contact information. Anevry retains all rights to all intermediate deliverables, and any contents of any website, submitted at any final and any milestones decided upon herein. Any grant of any license or right of copyright to the Client is conditioned on receipt of full payment by the Client of the Total amount and all Billable Expenses, however, Anevry Incorporated retains all rights to any site design and any of their content on supposed site as well as any rights to post a link on the site specifying Anevry as the creator of the site and providing discreet access to one of any of Anevry's websites. If regarding a webmaster payment or other web service payment, payment is due at most at net thirty (30) days after the receipt of the invoice and bill.

2.2.1.1.2

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

2.2.1.1.3

If any of Anevry's forms for Website Designs, New Websites, or Website Revamps are used for an estimate or assignment proposal, the fees and Billable Expenses shown are minimum expenses only. Final fees and Billable Expenses shall be shown when the final invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by ten percent (10%) or more, except when it is a late charge.

2.2.1.1.4

The Client shall reimburse Anevry Incorporated (Anevry) for all direct and indirect Billable Expenses arising from any assignment, regardless of whether the assignment is Cancelled or Terminated, and Anevry shall be paid in full for all of the work accomplished before Cancellation or Termination, which shall be determined by the Milestone markers set within. Billable Expenses include, but are not limited to, costs of commissioning images or voice talent, software or run-time license costs, the payment of any sales tax due on this assignment, any travel, research, postage and delivery, photocopying, and storage media expenses. The markup charged by Anevry for supervisory and handling time on all Billable expenses shall be fifteen (15) percent of the Billable Expenses incurred.

2.2.1.1.5

There shall be no charges to the Client for revisions or corrections or additions made necessary by errors on the part of Anevry. Any other changes requested by the Client shall be considered Client's Alterations if they are requested after the acceptance of a Site Design (signified as accepted by payment). Any changes and additions not due to the fault of Anevry and requested by the Client before the approval of one of the Site Designs are not considered Client's Alterations. The Client shall be responsible for making additional payments at the rate noted herein (if a site revamp/creation is requested) for any Client's Alterations and any other changes in original assignment requested by the Client. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer Anevry the first opportunity to make any changes. Any changes made after the final payment and acceptance of the site have been made, shall still be made with both the Client and Anevry residing under these Terms, and as long as the site exists, the Terms of Use applying to them shall remain in use and be accepted.

2.2.1.1.6

Unless otherwise set forth in a Description of Assignment form, access to 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. The Client shall also provide Anevry with the user information, password, access means, and any other information that Anevry might need to provide this site for the Client, unless the provision is made through Anevry, through a separate form.

2.2.1.1.7

Anevry guarantees to notify the Client of any licensing and/or permission required for art-generating or electronic commerce or other proprietary programs to be used in the Client's website.

2.2.1.1.8

Anevry agrees to ensure any web sites made by Anevry retains all its functionality and conforms to the specifications during the Warranty period of one-hundred-eighty (180) days after the final payment and acceptance has been received. Anevry also agrees to provide at no additional cost to the Client, reasonable technical support during the Warranty Period for the Client itself to maintain the site on the Internet, Intranet, or Extranet, or webmaster services for an additional fee. Such maintenance and updates may include correcting any remaining errors or any failure of the site to conform to the specifications originally provided, but support and assistance shall not be provided for the development of enhancements to the originally contracted project. Such assistance shall not exceed seventy-two (72) hours per calendar month.

2.2.1.1.9

Anevry acknowledges and agrees that the source materials, technical, and marketing plans or other sensitive business information, as specified by the Client, including all materials containing such information, which are supplied by the Client to Anevry or developed by Anevry in the course of developing the site, are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of Anevry.

2.2.1.1.10

Upon the Client's request, an appropriate application being filled-out and filed by the Client (either electronically or physically), and a fee paid to Anevry, Anevry shall release the copyright of the site and make it possible for the Client to obtain ownership of the site design and/or collect all copies and originals of the source materials provided to Anevry by the Client and of the site as a whole. The exact price shall be decided at the time that this request might occur. It shall be signified by marking the box next to "Request Source Code/Copyright Ownership of Site" in the official "Website Creation/Revamp Form" and then applying the signatures (either electronically or physically) of both the Client and Anevry. This sub-agreement is not valid unless signatures are present, the box is checked, and a price is negotiated and set. Please

be aware that this purchase by the Client of the source materials for their site is only for their Site Design, and nothing more. Materials, works, and images explicitly owned by Anevry must be removed, at the full responsibility of the Client, from the Site unless written permission from Anevry is granted. The link to Anevry, as required by subsection 2.2.1.1.1 must remain for the life of the websites existence, or until Anevry agrees through written consent, and possibly a fee, to allow it to be removed. Anevry also retains the right to refuse a request for source code and/or copyright ownership from the Client.

2.2.1.1.11

Anevry retains ownership of all original artwork, in any media, including digital files, whether preliminary or final. The Client waives the right to challenge the validity of Anevry's ownership of the art subject to this agreement because of any change or evolution of the laws. The Client will return all artwork submitted to the Client by Anevry within thirty (30) days of submission. When source material is given to the Client, the Client must take full responsibility to remove any works owned or copyright of Anevry other than the Site Design.

2.2.1.1.12

Anevry shall contact the Client on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development and testing of the site. Anevry shall inform the Client promptly by telephone or e-mail upon discovery of any event or problem that may delay the submission of any milestone deliverables by more than fourteen (14) calendar days. If this is in regards to webmaster services, progress reports shall be presented as part of the bill every thirty (30) days.

2.2.1.1.13

Anevry will make every good faith effort to test the deliverables thoroughly and make all necessary corrections as a result of such testing prior to handing over any deliverables to the Client. Unless otherwise noted in Acceptance milestone dates of the Production Schedule, during the Review Period within fourteen (14) calendar days of a Delivery, the Client shall either accept the deliverable and make the milestone payment set forth in the Production Schedule, or provide Anevry with written notice of any corrections to be made and a suggested date for completion of the corrections which should be mutually acceptable to both Anevry and the Client, or provide a written notice of assignment Termination if the work is found not to be reasonably satisfactory. The Client can Terminate the assignment only during this Review Period following the Delivery of a milestone deliverables. Any other termination of the Assignment shall be considered a Cancellation subject to the stipulations of further terms. Anevry shall designate some party of their company and the Client shall designate:

_____ as the only designated persons who will send and accept all deliverables and receive and make all communications between Anevry and the Client, Anevry's party shall be known as your "Direct Representative" and contact shall be made primarily through e-mail. Neither party shall have any obligation to consider for approval nor respond to materials submitted other than through the designated person/s or group/s listed above or materials submitted by other electronic means by the designated person/s or group/s such as, but not limited to, through your WebPerx account with Anevry. Each party has the right to change its designated person upon seven (7) days notice to the other. Regardless of whether or not a person is designated by the Client above, the signer of these specific terms, in regards to new websites, website designs, and website revamps from Anevry on behalf of the client, on behalf of the Client shall also be a designated person for the Client unless the Client no longer employs or has the services of this person, in which case a new signer must re-sign the contract along with another Anevry authorized representatives signature. This entire process may be done electronically or through physical mail, with a physical copy of these terms within the subsections of Section 2.2.1.1.

2.2.1.1.14

Client may declare the Cancellation of any assignment for reasons not related to assignment Termination defined in other sections. In the event of Cancellation of any assignment by the Client, any milestone payments made prior to cancellation shall be retained by Anevry, along with any that have been submitted but are pending payment. In addition, if cancellation is prior to the delivery of a Site Design, a cancellation fee of fifteen percent (15%) of the balance of the Total payments shall be paid by the Client. If the cancellation is later but prior to the acceptance of a Site Design, a fee of thirty percent (30%) of the balance of the Total payments shall be paid by the Client. If the cancellation is later but prior to the delivery of a Beta Version, the above cancellation fee shall be fifty percent (50%) of the balance of Total payments. If the cancellation is after the delivery of a Beta Version, the cancellation fee shall be one hundred percent (100%) of the balance of all remaining dues. Regardless of when the project is cancelled, all billable expenses already incurred by Anevry shall be paid by the Client in full. In the event of cancellation, Anevry retains ownership of all copyrights and any original artwork, works, and original content. Anevry agrees, in the event of cancellation, that all parts of the current website shall be left as is, and work may be resumed by Anevry at a later date OR through third parties but if third parties use any source code originally created through Anevry, the Client must use the "Request Source Code and Copyright of Site Design" sub-agreement found in other sections to transfer the ownership and source code to the Client for free use, but as subject to these Terms. If the Client wishes to cancel any webmaster service, a 15% charge will be applied to the overall obtained salary from the months worked, if it is cancelled before the first three months have been fully served and paid. Otherwise, cancellation may be processed, after 3 months, through a called meeting between Anevry and the Client, whereupon the Client and Anevry shall sign the "VOID" statements at the bottom of the webmaster agreement. Once signed, by either party, the webmaster services are cancelled.

2.2.1.1.15

In the event that work in process is found by the client not to be reasonably satisfactory in accordance with the Testing and Acceptance Procedures in other sections and whilst the conditions do not fall under the terms in other sections, the client may pay a termination fee to terminate the assignment. Any milestone payments made prior to termination shall be retained by Anevry. If assignment termination occurs prior to the acceptance of a Site Design, the client shall pay a rejection fee of ten percent (10%) of the balance of Total payments. If termination occurs after the delivery of a Beta Version, the termination fee shall be twenty percent (20%) of the balance of Total payments. If termination occurs after the acceptance of a Beta Version, the termination fee shall be one hundred percent (100%) of the balance of Total payments. Regardless of when the assignment is terminated, all billable expenses already incurred by Anevry or Anevry is liable to pay for shall be paid by the Client in full. In the event of termination, Anevry retains ownership of all copyrights and any original artwork created by Anevry, however, the Client retains all rights already purchased by Anevry on behalf of the Client from third parties. Anevry agrees, in the event of termination, that all parts of any current websites or work shall be left as is, and work may be resumed by Anevry at a later date OR through third parties but if third parties use any source code originally created through Anevry, the Client must use the "Request Source Code and Copyright of Site Design" sub-agreement to transfer the ownership and source code to the Client for free use, but as subject to these Terms.

2.2.1.1.16

Anevry shall be given credit on all floppy disks, tapes, documentation, and packaging used to distribute copies of the site contents subject to this agreement. Anevry shall also have the right to receive credit or copyright notice on any site document, site page, program script, or artwork developed subject to this agreement.

2.2.1.1.17

If the Client wishes to modify or enhance any site design licensed under these TERMS and by Anevry, then Anevry shall be given first option to provide an offer to perform such modifications or enhancements. Any alteration of any original art (color shift, mirroring, flopping, combination cut and paste, deletion, etc.), of page designs, HTML scripts, and interactivity scripts, etc. by entities other than Anevry are subject to the explicit permission of Anevry unless cancellation or termination of the production has occurred as found in Section 2.2.1.1.14 and 2.2.1.1.15, and appropriate permission has been gained for the use of the source code and after the Client has obtained the copyright ownership.

2.2.1.1.18

The Client must protect all final art which is the subject of this agreement against duplication and alteration if he/she wishes it to be copy protected. Anevry cannot copy protect the Client's own work through this contract.

2.2.1.1.19

The Client will indemnify Anevry 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 programs that require such payments.

2.2.1.1.20

Anevry warrants and represents that, to the best of its knowledge, the work assigned hereunder is original and has not been previously published by other parties, or that consent to use has been obtained; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained; that Anevry has full authority to make this agreement; and that the work prepared by Anevry does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of Anevry's product which may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD ANEVRY HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF ANEVRY'S PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

2.2.1.1.21

Client agrees that it shall not hold Anevry or its agents or employees liable for any incidental or consequential damages which arise from Anevry's failure to perform any aspect of any web Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Anevry or a third party. Furthermore, Anevry disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use. Neither shall the Client hold

Anevry or its agents or employees liable for any incidental or consequential damages which arise from Anevry's use of ANY of Client's products, equipment, materials, or agents/employees, or through ANY of the services that Anevry uses, or the Client chooses to use from Anevry.

2.2.1.1.22

Modifications of the Agreement must be written and signed physically or logged and signed electronically, except that the invoices may include, and the Client shall pay, fees or expenses that were orally authorized by the Client in order to progress promptly with the work.

2.2.1.1.23

Any disputes in excess of one thousand (1000) US dollars arising out of this Agreement shall be submitted to binding arbitration of a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of Anevry.

2.2.1.1.24

The signature of both parties (physically or electronically) shall provide evidence of acceptance of these terms. Client agrees and understands that should they not sign these specific terms separately along with Anevry's signature, then the terms will be one-sided and only apply to the client (YOU).

Anevry and Client Signature Document

***The below signature form and the entire contents of this "Signature" document, as additionally made clear through Section 1.9.14 of the Anevry Incorporated: General Terms and Conditions, hereby may be attached to any contract/agreement needing to be physically signed and any signature and fill-out of this document by any person shall constitute as acceptance of the contract this document is placed upon and as if the signature and acceptance had actually been made upon the document that this "Signature" document has been signed for and attached to, as further specified by the content located on the "Official Contract/Agreement Name" line.**

Official Contract/Agreement Name: New Website/Website Design/Revamp Terms and Conditions

ANEVRY INCORPORATED

By: _____
Signature

Printed Name: _____

Title: _____

Employee ID (if applicable): _____

Date: _____

CLIENT

By: _____
Signature

Printed Name: _____

Account/Customer ID (if applicable): _____

Date: _____