



Website Service Agreement

This document is created and made available for you review concerning standard Terms and Conditions of our web services. When you are ready to sign up for our services, please schedule an appointment and we will assist you with completing this form. **Page 2 must be signed by you and a Techna Center, LLC representative.**

ABOUT YOU			
Last name	First name	Title	
Business name		Website (if available)	
Street	City	State	Zip
Email	Phone	Best way to reach you by <input type="checkbox"/> Email <input type="checkbox"/> Phone	

SERVICE(S) REQUESTED	
Please check one or more services desired:	
<input type="checkbox"/> Website Design/Redesign	<input type="checkbox"/> Website Launch
<input type="checkbox"/> Copy Writing	<input type="checkbox"/> Website Maintenance
<input type="checkbox"/> Website Search Optimization	<input type="checkbox"/> Email Marketing
<input type="checkbox"/> Domain Registration	<input type="checkbox"/> Website Hosting
Please complete the following as necessary:	
Do you have a domain name registered for your business or desired website? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate number of websites needing service: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
List domain (website address) of each website: 1) 2) 3) 4)	Total number of existing webpages: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6-10 <input type="checkbox"/> Other: _____
Total number of new webpages requested: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6-10 <input type="checkbox"/> Other: _____	Number of webpages requested for copy writing: <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> Other: _____
Do you have website hosting? <input type="checkbox"/> Yes <input type="checkbox"/> No	Choose type of website hosting Operating System <input type="checkbox"/> Windows <input type="checkbox"/> Linux <input type="checkbox"/> Other: _____

For website programming, please choose or specify desired feature:

- | | | |
|-------------------------------------|--|--|
| <input type="checkbox"/> Web forms | <input type="checkbox"/> Calendar | <input type="checkbox"/> Blog |
| <input type="checkbox"/> Polling | <input type="checkbox"/> Shopping cart | <input type="checkbox"/> Photo gallery |
| <input type="checkbox"/> JavaScript | <input type="checkbox"/> Forums | <input type="checkbox"/> Other (specify below) |

Details:

Fees

For one-time projects:

Fixed fee	
Other charges	
Total	
Amount due now:	
Amount due upon competition of work:	

For ongoing projects, indicate interval:

- On-demand Annual

\$_____ is due now.

\$_____ is due each interval.

Client:

Your signature below constitutes that you acknowledge that you have read, understood, and agree to be bound by this Service Agreement.

	Signed	Name	Date
Approved by (you):			
Prepared by (us):			

Service Agreement

This Agreement applies only to the website(s) stated in this Agreement. All other website(s) currently owned or acquired in the future by the Client are excluded from this Agreement.

Unless stated otherwise, Services are governed by the following terms and conditions. Please note other services provided by Techna Center, LLC including but not limited to technical training and software development require a separate Service Agreement.

Definitions

Client

"Client", "you," and "your" shall mean the party, not Techna Center, LLC, executing this Agreement.

Techna Center, LLC

"Techna Center, LLC," "us," "we," and "our" shall mean Techna Center, LLC, a company established and existing under the laws of the state of Maryland, USA, located at 9405 Liberty RD, Suite D-3 • Randallstown, MD 21133.

Services

"Services" or "Service" shall mean the products and services provided by Techna Center, LLC and/or Techna Center, LLC's affiliates including but not limited to website design, website maintenance, website marketing and search optimization, website programming, website hosting, email marketing, domain name registration, and any associated website support services.

Content

"Content" shall mean any and including without limitation text, names, domain names, addresses, links, graphics, pictures, animations, video, sound and/or music, trade names and/or trademarks, and data.

"Fee"

"Fee" shall mean the dollar amount you are obligated to pay to Techna Center, LLC for the right to use the Techna Center, LLC Services.

"Parties"

"Parties" shall collectively refer to you and Techna Center, LLC.

Service description

Techna Center, LLC offers a number of website Services to build, manage, and strengthen Client's online presence. The Services are furnished pursuant to this Agreement and may be changed, enhanced, and/or discontinued at any time at Techna Center, LLC's sole discretion.

Below you will find a brief description of each Service we provide.

Website Design/Redesign

This Service is comprised of building the "look and feel" of a website. In designing the websites, we use the latest technical standards (HTML, CSS) to deliver a professionally looking and search engine friendly website. Our website design package comes with an optional Website Launch Service, as specified below.

Services including but not limited to website hosting setup, email account setup, copy writing, graphics and graphic productions, video editing, special features such as web forms, blogs, shopping carts, polls, page ratings, calendar, log-in (or protected) areas, and more are excluded from Website Design/Redesign Service and are billed extra (see Website Programming Service).

Website Launch

Once we have your website design ready to go live, we will take the necessary technical steps to ensure your website is running as quickly and efficiently as possible.

With a Website Launch Service, we will work with the website hosting provider, setup your hosting account, and transfer the necessary files to ensure your website is functioning as promised.

If you choose not to purchase our Website Launch Service, we will deliver your website design files via medium you choose, i.e., data disk, email, etc. Sorry, we are not able to publish or transfer your website design files via http or ftp if you do not purchase our Website Launch Service.

Copy Writing

Our Copy Writing Service is available in English only and is subject to 400 maximum words per page.

Client acknowledges that Techna Center, LLC has no special knowledge regarding the Client business.

Website Programming

Any feature or customization requiring complex web-based tasks such as log-in areas, shopping carts, and internet or intranet applications involve client-side and/or server-side programming. We offer Website Programming Services for Windows environment/systems only.

Website Maintenance

The Website Maintenance Service includes minor revisions or additions, as supplied by the Client, to the static Content of your existing website. This Service covers basic website updates such as adding a webpage or document to Client's website, changing or updating text or pictures, and adding or removing links.

If the Client chooses a third party for updating the Client's website, Techna Center, LLC reserves the right to charge extra Fee for time required to repair affected areas of the website.

Website Maintenance Service excludes services requiring extensive labor time such as website design/redesign, copy writing, website programming, or other customizations to the website. Techna Center, LLC reserves the right, in its sole discretion, to charge for Services that are beyond the scope of general Website Maintenance Service.

Website Search Optimization

The Website Search Optimization consists of applying Search Engine Optimization (SEO) techniques to ensure your website is crawled by search engines and to increase traffic to your website. Should you use our Website Search Optimization Service, you agree:

- 1) Search results are unpredictable, can be inconsistent, and are beyond the control of Techna Center, LLC.
- 2) We do not warrant or guarantee the source, quality, or consistency of actions, including but not limited to clicks, leads, calls, or search, triggered by the Website Search Optimization Service.

Email Marketing

Our Email Marketing Service helps you reach the Inbox of your existing and potential new customers. Our Email Marketing Service offers building a professional looking message, importing and managing of your contact list, and sending of your email campaign.

Domain Registration

Domain Registration Service seeks to help you choose and register a domain name for your business. Should you choose us to register a domain, you agree:

- 1) Domain name registration requires a separate contract between you and the domain registrar we designate
- 2) We cannot guarantee that any domain name you request is available for registration or any period of time, or for your use.
- 3) We do not guarantee that an assigned domain name does not infringe the rights of third parties
- 4) We assume no liability in the event a domain name is challenged by a third party

Website Hosting

A Web Hosting Service is required to serve (or make accessible) the content of your website to other people on the Internet. Based on your needs, we help you choose the right hosting vendor and a plan. In addition, with your authorization we setup and use your hosting account to publish and manage your website.

We use an external website hosting provider for hosting services. Should you choose us for your Website Hosting needs, you agree:

- 1) Website hosting requires a separate contract between you and the website hosting company
- 2) We cannot guarantee the quality or availability of the website hosting service

Term

The term of this Agreement shall commence effective upon the date it is executed and shall continue in force until terminated.

Termination of Agreement

Techna Center, LLC shall terminate this Agreement if:

- the Client notifies us in writing at least fifteen (15) days before the work is started on the requested Services. Client must pay for the completed work, whether or not the Services are utilized, or
- the Client notifies us in writing at least thirty (30) days before the anniversary of the start date of your Services, or
- the Client breaches on any of its obligations and such breach remains unresolved for a period of 30 days after written notice of such breach is sent to the Client

Immediately upon termination of agreement with Techna Center, LLC, Client agrees:

- All amounts owed to Techna Center, LLC shall become due
- There shall be no refund of any unused or pre-paid fees to Techna Center, LLC
- To terminate separate agreements with third-party service providers including but not limited to domain registrar, website hosting company Google products, and online directory listings.
- To cease use of our Content, Free or Unpaid Services

Fee / Payment Terms

Techna Center, LLC may require advance payment in full or in part prior to providing Service.

A late payment charge of 1.5% per month or the maximum legal rate on the unpaid balance may apply to all amounts not paid within fifteen (15) days of the due date.

Payments made to Techna Center, LLC by credit card is subject to a 3% processing fee.

Checks returned for insufficient funds are subject to a \$35 fee.

Renewal

Services including but not limited to Website Maintenance, Domain Registration, Website Hosting will automatically renew for an additional term unless you notify us in writing at least thirty (30) days before the anniversary of the start date of your Services. The cost of any automatically renewed Services will be our then-current published rates

unless otherwise agreed by both Parties. The rates information is available from your sales representative or by accessing our website.

You agree to pay all amounts due as a result of renewal of your Services.

You also agree that Techna Center, LLC shall automatically debit or initiate a debt on your credit card, without further authorization from you, for any fees associated with the renewal of your Services.

It is the Client's responsibility to review and manage Renewal Services provided by third parties.

Third Party Services

For convenience, Techna Center, LLC assists you in purchase of Third Party Services including but not limited to domain registration, website hosting, directory listing, and online advertising. All Third Party Services are beyond Techna Center, LLC control and as such Techna Center does not guarantee the quality or performance of those services.

Any questions, concerns regarding Third Party Services shall be directed to the party responsible for those services, not Techna Center, LLC. Techna Center, LLC is not liable for any disputes arising from your use of Third Party Services.

It is the Client's responsibility to review, manage, approve, and/or disapprove Third Party contracts, service agreements or equivalent.

Client obligations

- Client agrees to designate a single individual as a point-of-contact to aid Techna Center, LLC with completing Service in a satisfactory and expedient manner.
- The client must review and submit any change requests within seven (7) days of completion date.
- At delivery of final modification or delivery of Service, Service will be deemed to be accepted and approved unless the Client notifies Techna Center, LLC otherwise within fourteen (14) days of the delivery date.
- Client is responsible for the Content, including without limitation, its completeness, accuracy, and truthfulness and for ensuring that it does not contain any spelling or grammatical errors.
- Client must provide all text in an electronic format - preferably in Microsoft Word or text files. These files must be delivered via e-mail, flash-drive, CD-ROM, DVD, FTP, or other channel agreed by both parties.
- Client agrees to provide all photographs and other graphics in a digital form such as in .gif, .jpeg, .png or .tiff format. Client is responsible for providing meaningful names and description for all of the graphics, videos and other media.

- Client agrees to run the newly designed website (if applicable) by Techna Center in a Windows environment (preferably Windows Server 2003 or above).

Website credits

Client agrees to have a link that states (or similar):

Site developed/maintained by Techna Center, LLC [linked to www.TechnaCenter.com].

Changes in scope

If additional services beyond the scope of this Agreement is requested by Client (including, but not limited to, website design, copywriting, software/application development, database design), charges for such work will be additional. Performance of such work will otherwise be subject to this Agreement.

If a Service requires any additional fees, Techna Center, LLC will notify Client before performing the work. If Client accepts the new charges, the full fee will be added to the previously agreed amount.

Delay

Techna Center, LLC reserves the right to delay any Service deliverable for any reason without liability beyond what is actually paid to Techna Center, LLC by Client for that service. If a Service is delayed by Techna Center, LLC, Techna Center, LLC will immediately notify Client and make appropriate arrangements.

Limited warranty

Upon receipt of the Service completion from Techna Center, LLC, Client shall promptly use and review the work, and within fourteen (14) days after receipt shall notify of any changes or corrections. If such changes or corrections are necessary as a result of Techna Center, LLC's error or misunderstanding, Techna Center, LLC will rectify the problem at no cost to Client.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF TECHNA CENTER, LLC'S OBLIGATIONS.

Limitation of liability

To the maximum extent permitted by law, Techna Center, LLC shall not be liable for consequential, indirect, even if Techna Center, LLC was advised of the possibility of such damages, or any loss of revenue or profits arising in connection with the Services Techna Center, LLC delivered or promised to deliver. Techna Center, LLC's liability for any claim arising with respect to the Services Techna Center, LLC performed shall be limited to the amount actually paid by Client.

Techna Center, LLC shall not be responsible for Services independent of or issues (including, but not limited to domain name registration, web hosting, copyright

infringements, downtime, email problems, and website hacks) beyond the scope of the Service.

Client content

All Content (including but not limited to text, graphics, videos, animations, and audio files) are the responsibility of Client. All Content supplied by Client to Techna Center, LLC for use in connection with the Services must be owned by Client or licensed to Client for publication. Techna Center, LLC is not responsible for copyright infringements found in such materials.

Client acknowledges that Techna Center, LLC has no special knowledge regarding the Content supplied by Client.

Techna Center, LLC, at its sole discretion, reserves the right to reject Content that promotes pornography, racism, spam, or other objectionable practices.

Indemnification

Client agrees to indemnify and hold Techna Center, LLC and its officers, employees, and agents harmless from any and all losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees) arising out of or in connection with the work performed under this agreement.

Force Majeure

Techna Center, LLC shall not be liable for any damages, costs, expenses or other consequences incurred by Client as a result of delay in provision of the Services due to circumstances or events beyond Techna Center, LLC's reasonable control.

Governing law

This agreement shall be governed and interpreted in according to the laws of the State of Maryland. Client agrees any and all disputes arising from this agreement shall be settled in a Court of Law in the County of Baltimore, Maryland.

Complete agreement

This is the complete and exclusive Agreement between you and Techna Center, LLC concerning your use of the Services. Furthermore, this Agreement supersedes all prior written or oral agreements, proposals, and/or other communications with respect to the use of Services.