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Advantage Marketing Solutions Website Design & Content Agreement

1. COMPANY'S OBLIGATIONS (Known as Advantage Marketing Solutions)

The Company shall design and supply the Website to carry out the functions set out in the Specifications on estimate or proposal. The Company shall carry out the Agreement with reasonable skill and care and in a professional manner.

a. If the Client wishes to make modifications to the Specifications the modifications must be agreed in writing by the Company within fourteen days after the date the Specifications have been sent to the Client (unless otherwise agreed between the parties).

b. The Client shall supply the Company with such details in writing of any modifications that the Company may request and the Company will provide an estimate to the Client of the additional cost for making the modifications which shall be chargeable at the Company's then current hourly rate.

c. The Company shall provide the Client with access to the Website while the site it is under construction.

d. The Company agrees to check any faults or errors in the Website which are reported by the Client to the Company while the Website is under construction. The Company will take all reasonable steps to correct any faults or errors but the Company does not warrant that it will be completely free of errors.

e. When the Company has completed the Website based on agreed specifications it shall arrange for the Client to inspect the Website to ensure that it complies with the Specifications. To the extent that the Website does not meet the Specifications the Company shall, as soon as possible, make such modifications to the Website as are reasonably required to ensure that the Website does meet the Specifications and the Website shall then be resubmitted for approval.

f. If the Website complies with the Specifications but the Client requests that further modifications be made, the Company shall be entitled to charge the Client for those modifications at the Company's then current hourly rate.

g. If the Company discovers that the Website will not meet the Specifications due to any error or omission of the Client in the material supplied by or on behalf of the Client then the Company shall promptly notify the Client and the Company will provide an estimate to the Client of the additional cost of correcting or completing the Website which will be chargeable at the Company's then current hourly rate.

h. As soon as it is established that the Website meets the Specifications all obligations by the Company shall be deemed to have been performed and all payments due and outstanding together with any Additional Items shall be payable.

i. The Website will be deemed to meet the Specifications when

1. the Client ok's or requests the website site to be posted live; or
2. the Client has failed to response to a written notice with in 7 days from the Company declaring that the Website meets the Specifications and stating that the site is finished and ready to post or go live.

j. The Client needs to notify company in writing and list the specs of the work that is not completed and is yet to be completed after the site is posted live. If the Client fails to provide information and files to complete the project with in 30 days the company will deem the project complete and my charge standard hourly rate to complete work requested by the client.

k. If the Company is requested to register a domain name on behalf of the Client, the Company shall use all reasonable endeavors to do so. However, the Company accepts no responsibility if, at the time of making the application, the domain name is no longer available.

l. If the Company has not been paid in full or currently has any outstanding balance due to the company the company will retain all ownership and rights to the registered domain including all website related files and data until the company is paid in full.

2. CLIENT'S OBLIGATIONS

a. The Client shall promptly supply such information and documents as the Company may reasonably request for the proper performance of its obligations under the agreement.

b. The Client warrants that it will not allow any unauthorized access to the Website while it is under construction and it shall not make any amendments to the Website while it is under construction without the consent of the Company.

c. The Client will inspect and test the Website to establish that it meets the Specifications when the Company has completed it. As soon as it is established that the Website meets the Specifications the Client shall provide the Company notification to post the site live.

e. If the Client unreasonably withholds its approval for more than 7 days after a request the Website will be deemed to have met the Specifications.

f. If client purchases or uses our Client Management System (CMS) they agree to only access the site for the purpose of updated content and images. No third parties maybe gave access to the clients CMS login with out written approval. This is to protect against fraud, viruses and unlawful activities.

3. INTELLECTUAL PROPERTY

a. The copyright in all software that is supplied by the Company remains the property of the Company or that of its licensor.

b. The Company grants the Client a non-exclusive, non-transferable license to use the software, written by the Company, for use exclusively in conjunction with the Website.

e. The Client acknowledges that any and all of the copyrights, trademarks, trade names, patents and other intellectual property rights and confidential information created, developed, embodied in or in connection with the Website shall be and remain the sole property of the Company

unless otherwise agreed by the parties or to the extent supplied by the Client. The Client shall not during or at any time after the completion, expiry or termination of the Agreement in any way question or dispute the ownership by the Company of any such rights.

f. No ownership or copyright in any copy, images or licensed material provided by the company shall pass to Client in this Agreement. Except as requested in advance and expressly stated in a written and approved by both company and client. Items provided by the client will remain the clients. Advantage Marketing Solutions grants Client no right or license, express or implied, to the copy, images or licensed material. Including Reproduction and "Reproduce" any form of copying or publication of the whole or a part of any copy, images or licensed material, via any medium and by whatever means, the distortion, alteration, cropping or manipulation of the whole or any part of any copy, images or licensed material, and the creation of any derivative work from, or that incorporates, any copy, images or licensed material.

g. The Client shall indemnify and keep the Company indemnified from and against the consequences of the Company suffering any claims of infringements of copyright, patents, trademarks, industrial designs or other property rights arising from the provision of the Agreement and in particular from incorporating any material into the Website at the request of or provided by the Client.

h. In the event that any such infringement occurs or may occur, the Client may request the Company to modify or amend the Website or infringing part thereof so that the same becomes non-infringing and if the Company agrees to modify and / or amend the Company shall be entitled to charge for the additional cost for making the modifications and /or amendments which shall be chargeable at the Company's then current hourly rate.

i. In the event that new inventions, designs or processes evolve in performance of or as a result of the Agreement, the Client acknowledges that the same shall be the property of the Company unless otherwise agreed in writing by the Company.

j. For the purposes of this Clause "confidential information" includes all information, data, drawings, specifications, documentation, software listings, source or object code which the Company has created or used or contributed to in performance of the Agreement.

4. Unauthorized Use and or Termination Related To Copy, Content and Images

Any use of any copy, images or licensed material in a manner not expressly authorized by Advantage Marketing Solutions constitutes copyright infringement, entitling Advantage Marketing Solutions to exercise all rights and remedies available to it under copyright laws around the world. Client shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party. Advantage Marketing Solutions reserves the right to charge and Client agrees to pay a fee equal to up to five (5) times Advantage Marketing Solutions' standard use or creative fee for the unauthorized use of the Material.

Advantage Marketing Solutions reserves the right to terminate this Agreement in the event Client: (i) enters the Agreement after having received notice of unauthorized use from Advantage Marketing Solutions relating to the copy, images or licensed material; (ii) provides inaccurate information regarding its proposed use of the copy, images or licensed material at the time of entering the Agreement; (iii) fails to pay the copy, images or licensed material or has any unpaid invoices or balance due to Advantage Marketing Solutions. Client must immediately (I) stop using the copy, images or licensed Material; and (II) destroy or, upon the request of Advantage Marketing Solutions, return to Advantage Marketing Solutions the copy, images or licensed material and, in the case of termination by Advantage Marketing Solutions for cause, the Clients Work in the possession or control of Client.

Notice of Violations. Client will immediately notify Advantage Marketing Solutions if it becomes aware or suspects that client including employees or any third party that has gained access to the copy, images or licensed material through Client is wrongfully using the copy, images or licensed material, in whole or in part, or is violating any of Advantage Marketing Solutions' intellectual property rights, including, but not limited to, Marks and copyrights.

5. Photo/Audio/Visual Production Credit. All photos, audio and visual files of images used in any format out side the control of Advantage Marketing solutions must be approved and must include the following credit line adjacent to the Image: "[Photographer's Name]/[Collection Name]/Advantage Marketing Solutions".

If Client omits the credit, an additional fee of \$500 per image may be payable by Client, at Advantage Marketing Solutions' sole discretion. The foregoing fee shall be in addition to any other rights or remedies that Advantage Marketing Solutions may have at law or in equity

Notice of Violations. Client will immediately notify Advantage Marketing Solutions if it becomes aware or suspects that client including employees or any third party that has gained access to photos, video or audio material through Client is wrongfully using the copy, images or licensed material, in whole or in part, or is violating any of Advantage Marketing Solutions' intellectual property rights, including, but not limited to, Marks and copyrights.

6. PERFORMANCE AND FORCE MAJEURE

a. The Company takes all reasonable steps to perform its obligations and deliver within the time specified but such times are estimates only. The Company shall not be liable for late performance and delays shall not entitle the Client to rescind the Agreement.

Website and the Specifications and no condition warranty or other term express or implied (by statute or otherwise) is given by the Company that the Website will enable the Client to attain any particular performance or result or will be suitable for any particular purpose or use under specific conditions notwithstanding that such particular purpose or conditions have been made known to the Company.

b. In all tests and checking operations responsibility for seeing they are correctly carried out shall rest primarily on the Client who shall co-operate fully with the Company in all such tests and checks.

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