

SERVICE CONTRACT
Website, Hosting and SEO Services

By signing this contract I, _____, certify that I am the owner or authorized representative to make decisions and
Client or Authorized Representative (PRINT)

grant permissions regarding the website domain name registered as: http://www._____.

Client – Company Name

Company Address

City, State, Zip

Name of Owner/Supervisor (PRINT)

Contact Phone

Client Email Address

I hereby grant TMS COMPUTER SERVICE & ITS ASSOCIATES the authorization to make changes on the domain name registrar's website (if needed) and to provide the service(s) selected below. Requested services (check all that apply):

- Website Hosting \$_____/month New Website Design Monthly Newsletter Website Upgrade/Update
- SEO Service \$_____/month Website Updates/Upgrades Other (please specify) _____

Total Estimated Price Deposit Required Hourly Rate

TOS (Terms of service)

Terms of service has been established for all individuals, businesses and representatives of businesses to agree to our guidelines and procedures for services that we provide to you.

Authorization - The above named client is engaging TMS COMPUTER SERVICE & ITS ASSOCIATES, located at 10856 Gulfdale, San Antonio, TX 78216, for the specific project(s) _____ of:

Cost Estimate - This contract between TMS COMPUTER SERVICE & ITS ASSOCIATES and the client regarding the specific project stated above has been researched and a cost estimate has been prepared. The cost estimate specifies your cost for certain products to be used and labor to be performed by TMS COMPUTER SERVICE & ITS ASSOCIATES for you; therefore any additional products or labor not specified in the estimate will be charged at the hourly rate. Your cost estimate accompanies this agreement. If you have not received your cost estimate, do not sign this contract.

Data Protection/Back-up - It is the sole responsibility of client to regularly back-up ALL data including, but not limited to, data files, website files and email accounts.

Internet projects - For projects involving developing, improving, upgrading, updating or hosting a world wide website, SEO services, or online marketing, the client hereby authorizes TMS COMPUTER SERVICE & ITS ASSOCIATES to access any online accounts, which include but are not limited to domain registrar accounts, webhosting accounts, web analyzing services, blogs, and social networking sites for the sole purpose of the project stated above. Client authorizes the web hosting service providers, IT service providers, and the client's company staff to provide TMS COMPUTER SERVICE & ITS ASSOCIATES with "write permission" for the client's website directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. TMS COMPUTER SERVICE & ITS ASSOCIATES is not responsible for charges billed by other companies and contractors that provide support for the client, are hired by the client, or representing the client in any way. The client also authorizes TMS COMPUTER SERVICE & ITS ASSOCIATES to publicize their completed website to Web search engines, as well as other websites, directories and indexes for the purpose of maintaining a portfolio.

Hosting - No material from the TMS website or any of the websites maintained by TMS COMPUTER SERVICE & ITS ASSOCIATES may be copied, republished or distributed. Hosting does not include website design service. Client is responsible for all content in hosting account. No content is allowed on TMS hosted websites, including email accounts, containing illegal content, racial slurs, or any material containing nudity or pornographic content. Any content that may violate or discriminate against race, creed, color, age, or sex is not allowed. Client may not submit, publish, republish or distribute any material not owned by client without written authorization from owner or content protected by copyright laws. TMS hosting does not allow storage of files which include, but is not limited to, music, photo, video, and large data files. All files must be linked to the website. Viruses, Trojans, Worms, Malware, Spam, or any program that is harmful or may cause damage is not allowed and is subject to immediate removal. File sharing applications are not allowed. TMS COMPUTER SERVICE & ITS ASSOCIATES may terminate any hosting account, which includes email accounts at any time for non-compliance of the terms of service agreement.

Passwords - In the event TMS OR ITS ASSOCIATES provides client with passwords or login information, it is the responsibility of the client to maintain confidentiality. Client accepts responsibility for all activities performed under logins and passwords given. TMS COMPUTER SERVICE & ITS ASSOCIATES cannot be held liable for any damages resulting from unauthorized access to account(s). Client agrees to notify TMS COMPUTER SERVICE & ITS ASSOCIATES immediately in the event of any unauthorized access.

Email and Webmail - Client understands that the webmail service is not a back-up feature for email. Because of limitation on mailbox size, messages must be downloaded to your computer regularly. Emails received in large sizes, (over 10MB) are subject for removal if they remain on the server for more than 60 days. All email messages that are 180 days or older are subject for removal from email account mailboxes. It is not allowed to use the email service to store any digital media such as music, photos, videos, etc. Although TMS provides SPAM protection for your email account, it is impossible to eliminate 100% of Spam or any undesirable message(s) that may reach your inbox. TMS COMPUTER SERVICE & ITS ASSOCIATES may terminate any email account at any time for non-compliance of the terms of service agreement. TMS COMPUTER SERVICE & ITS ASSOCIATES may create an email account in your domain control panel for website SEO, marketing and/or monitoring purposes.

Project Execution and Payments - To begin any project, client understands there is a non-refundable deposit fee of one-half of the total estimated cost and is due at the time of contract signing. Client must provide a purchase order or work order to begin the project. Client understands the estimated cost provided for project may change when the project has been completed. This is an estimated cost only. Final payment is due prior to publishing, submitting final work to the client or other companies. Client agrees that no content, created or used for the project, may be reproduced, sold or distributed without written permission from the designer. Client must comply with the "Project Phases" specified in this contract. Client agrees to pay additional charges for work requested **not** included in the estimated cost. TMS COMPUTER SERVICE & ITS ASSOCIATES SHALL NOT BE OBLIGATED TO PROVIDE SERVICE UNTIL A WORK ORDER HAS BEEN SUBMITTED IN ACCORDANCE WITH THIS CONTRACT.

Project Completion for Websites - Once the project is published to the hosting account or server, the client will be responsible for any changes, updates or upgrades needed thereafter. Due to many variables, we cannot guarantee the website will be fully operational once the project has been transferred to the client. Client may hire TMS COMPUTER SERVICE & ITS ASSOCIATES again to begin a new project and a new cost estimate will be prepared. Upon completion, client accepts the project(s) as is and understands any additional work or modifications after the project is complete will be billed hourly, and at the rate specified at that time. No refunds are available for website services.

Software Installation, Upgrades and Updates (Remote and On-Site) - While TMS COMPUTER SERVICE & ITS ASSOCIATES make every effort to complete upgrades and updates as smooth as possible, client must be aware that difficult situations may arise due to circumstances beyond control. TMS COMPUTER SERVICE & ITS ASSOCIATES cannot be held responsible for such situations that may occur during a software installation, upgrade or update. TMS COMPUTER SERVICE & ITS ASSOCIATES will research possible circumstances that may occur prior to the start of the project to help eliminate downtime. TMS COMPUTER SERVICE & ITS ASSOCIATES cannot be held liable for any problems that may occur to the client's software or hardware after the project has been completed.

Client Initials

TMS Initials

PAGE 1 of 2

DESIGN PROJECT PHASES

DESIGN PROJECTS INCLUDE: BUILDING, UPDATING, UPGRADING, OR CHANGING A WEBSITE, MARKETING STRATEGIES, ONLINE AND PRINT PUBLICATIONS

Design Projects must be completed by phases to ensure projects are completed on time. The client holds certain responsibilities in each phase as well as the designer. Please understand that multiple revisions and changes can affect the timeline. Once the next phase begins, no revisions are allowed for the prior phase. The cost estimate specifies a certain amount of time for the project and time spent on the project exceeding what was proposed will be billed at the hourly rate. So keep in mind, time is tracked. In the event the client must have multiple revisions made during a single phase, it can be done but the extra time will be billed.

Concept Phase –The designer provides images of templates where the client will need to choose a template to initiate the next phase. Once the template has been chosen and the project continues, the template cannot be changed. If the client needs the template to be changed thereafter, charges will incur at the hourly rate.

Structural Phase - The designer determines sections required for the project while consulting with the client.

Data Collection Phase – The client must submit ALL data for the project. This includes all text, product and service information, logos, images, videos, and any other information that is to be used for the project. When submitting content, the client must notify the designer where the content is to be placed. Client is required to provide all material to be used for the project within 15 calendar days of execution of contract. The contract will be terminated if client fails to submit all material within the specified time period and no refund will be issued and any labor performed that exceeds the deposit amount will be billed at the hourly rate. Request for a continuance must be submitted in writing. TMS COMPUTER SERVICE & ITS ASSOCIATES reserves the right to accept or deny any continuance request(s).

Production Phase – The designer builds the project to specifications from the *Concept* and *Structural* phases by using all the data provided by Client. The designer will place all content in areas specified by client. If the client does not specify where content should be placed, the designer will place the content at his/her discretion. 1 revision will be allowed. The client will note all the changes that need to be done and submit in one single request. Additional requests will be considered to be additional revisions and will be billed for the extra time.

Testing Phase - The designer uploads the project to the test server for client review. Client must review the demo and submit a revision request within 2 days. Revisions for this phase only allows for minor corrections. For example, correcting text, spellings, grammatical errors, and to verify text and photos were placed in areas requested are changes allowed in this revision. The designer then makes these minor corrections to the project and the project will be ready to publish and the testing phase is completed.

Finalization Phase – Client will review the last revision to make sure the changes were completed as requested. This will conclude the finalization phase.

Publishing Phase–The designer publishes the project and ensures the project is fully operational. After publishing, the project is released to the client and the project is completed. The client will be responsible for any changes, updates or upgrades needed thereafter. Client may hire TMS COMPUTER SERVICE & ITS ASSOCIATES again to begin a new project and a new estimate will be prepared. Prior to final publishing, **full payment** of the remaining balance is due. Failure to pay within 1 week terminates the contract and the client will not be refunded any portion of the deposit or any payments made toward this project. Time that has exceeded the estimate will also be billed at the hourly rate.

Revisions and modifications after the project has been completed are not considered part of this contract and a new cost estimate will need to be prepared along with a new contract.

Important: Once Production phase starts, any requests to incorporate new data will require more time and incur additional costs.

Copyright and Trademarks - The client represents to TMS COMPUTER SERVICE & ITS ASSOCIATES and unconditionally guarantees that any elements of text, graphics, photos, videos, designs, trademarks, or other artwork furnished to TMS COMPUTER SERVICE & ITS ASSOCIATES for inclusion in websites, online marketing, or publishing are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend TMS COMPUTER SERVICE & ITS ASSOCIATES, and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

Copyright to web pages - Copyright to the finished assembled work of web pages and websites produced by TMS COMPUTER SERVICE & ITS ASSOCIATES is owned by the designer. Upon final payment of this contract, the client is assigned rights to use the design, graphics, and text contained in the finished assembled project. Rights to photos, graphics, source code, source files, work-up files, and software programs are specifically not transferred to the client, and remain the property of their respective owners. TMS COMPUTER SERVICE & ITS ASSOCIATES retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

SEO services – Client understands there is a non-refundable setup fee and a monthly fee to be determined at the time of executing this contract. All SEO services are required to be paid for in advance and due on the first day of the monthly billing cycle. The monthly billing cycle will begin on, the 1st day of each month and will be prorated for the first month. While we aim to increase your website's ranking, we cannot guarantee search engines will index and place your site higher in search results. Search engines may take an average of 8 - 10 weeks to index your site. Our services focus on popular words and phrases in Google® and Yahoo® pertaining to your type of business. From this, we generate reports comparing your site to the first 10 search engine results shown Google® and Yahoo®. We can manage website statistics, cost per clicks (if used) and sponsor ads (if used). Pricing does not include (CPC) cost per clicks, sponsor ads, or advertising charges incurred by search engines, directories and other websites offering advertising placements. Services can be canceled, but it will remain active until the last day of the billing cycle. Services can be restored without set up fees provided the request is within 60 days of termination date. On the 61st day, setup fees will be required to reinstate your account. To complete SEO services, TMS COMPUTER SERVICE & ITS ASSOCIATES must obtain permissions to make changes and/or edit the website. This includes, but is not limited to, login and password information to access the website via ftp and the website's hosting control panel. In the event that a client already has a website administrator, the client grants TMS COMPUTER SERVICE & ITS ASSOCIATES permission to communicate with the website administrator. TMS COMPUTER SERVICE & ITS ASSOCIATES is not responsible for charges billed by other companies and contractors that provide support for the client, are hired by the client, or representing the client in any way. The client must understand that some SEO techniques require the client's participation. For example, it is recommended that each client write articles or blogs periodically that pertain to the website and update the website with new content regularly. Recommendations will be sent to the client as the project continues. No refunds are available for SEO services.

Assignment of Project - TMS COMPUTER SERVICE & ITS ASSOCIATES reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

Termination of Project - If client wishes to terminate the project before it is completed, the owner or the authorized representative who signed this form must provide, in writing, the request to terminate the contract. TMS COMPUTER SERVICE & ITS ASSOCIATES has the right to terminate this contract in the event client has not complied with this contract or the TMS Terms Of Service. This contract will not expire until the project is completed, terminated by TMS or by the client in accordance with this contract. If the client halts work, any work completed by TMS COMPUTER SERVICE & ITS ASSOCIATES shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written notice is made within 7 days of signing this contract.

Termination of this contract - Both parties have the right to terminate this contract in accordance with the terms specified in this contract.

Dispute Resolution - Any disputes arising out of this Agreement shall be submitted to binding arbitration before 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 TMS COMPUTER SERVICE & ITS ASSOCIATES.

THE GOODS AND SERVICES PROVIDED BY TMS COMPUTER SERVICE & ITS ASSOCIATES ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND TO CLIENT OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: (1) MERCHANTABILITY; (2) FITNESS FOR A PARTICULAR PURPOSE; (3) EFFORT TO ACHIEVE PURPOSE; (4) QUALITY; (5) ACCURACY; (6) NON-INFRINGEMENT; AND (7) TITLE. CLIENT AGREES THAT ANY EFFORTS BY TMS COMPUTER SERVICE & ITS ASSOCIATES TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. CLIENT FURTHER AGREES THAT TMS COMPUTER SERVICE & ITS ASSOCIATES SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF TMS COMPUTER SERVICE & ITS ASSOCIATES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. MODIFICATIONS MADE TO CLIENT'S PROJECT BY CLIENT OR ANY THIRD PARTY Voids ANY REMAINING EXPRESS OR IMPLIED WARRANTIES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND, AS SUCH, SOME PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT. IN SUCH JURISDICTIONS, TMS COMPUTER SERVICE & ITS ASSOCIATES'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. TMS COMPUTER SERVICE & ITS ASSOCIATES RESERVES THE RIGHT TO MODIFY, WITHOUT WRITTEN NOTICE, THE TERMS OF SERVICE. FOR AN UPDATED TOS, PLEASE VISIT WWW.TMSTEXAS.COM/TOS.HTML. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS APPLICABLE THEREIN.

By signing below, client agrees to the following and agrees to the terms stated in this contract. I authorize TMS COMPUTER SERVICE & ITS ASSOCIATES to make changes to software configurations, server files, website files, software applications, and perform any task necessary to complete this project. I authorize TMS COMPUTER SERVICE & ITS ASSOCIATES to contact software developers and support teams on my behalf for all matters regarding this project. I hereby release TMS COMPUTER SERVICE & ITS ASSOCIATES of liability in the event of any incident(s) resulting in loss of data, loss wages, and profit loss due to circumstances beyond their control. TMS COMPUTER SERVICE & ITS ASSOCIATES is not responsible for charges billed by other companies and contractors that provide support for the client, are hired by the client, or representing the client in any way. By signing this contract you acknowledge that you understand the terms set forth in this agreement and you have received the cost estimate regarding this project.

Authorized Representative Signature

Date

TMS Representative Signature

TMS Representative Printed Name

Date