Web Site Services Contract

This AGREEMENT is in effect between Joe Vesowate, hereinafter referred to as "Client," and Austex Websites LLC, hereinafter referred to as "Consultant" and is effective on the date signed by Client. "Signed by Client" and "Online Signature" mean when Client clicks the "I Accept" button on the online Contract Acceptance page. This agreement is for services related to Client's website, hereinafter referred to as "the Project." In consideration for the design services to be rendered to Client, Client agrees to pay a fee as set forth below in Paragraph 2.0, Payment, and Paragraph 3.0, Fees and Additional Services. Client and Consultant shall be collectively referred to herein as "parties," and hereto agree as follows:

1.0   DESCRIPTION OF WORK

The "Scope of Work" document attached to this document describes the work that is required of Consultant for the Client on the Project. Said "Scope of Work" is incorporated fully herein and made a part of this contract for all purposes.

2.0   PAYMENT

Payment for all services is due prior to work commencing. Payment shall be made by credit card, check, cash, or money order payable to "Austex Websites LLC." Client understands that Consultant will not begin work on the Project until Client has made the required payment due and signed and returned this agreement. Client may pay any or all of any invoice amount due with the understanding that Consultant will perform an amount of work corresponding to the amount of payment. Should Consultant find it necessary to invoice Client for any work not pre-paid, the invoice is due upon receipt. Client understands that Consultant reserves the right to cease work on the Project, and/or remove any completed work from Client's website, should Client fail to pay any outstanding invoices upon receipt.

3.0   FEES & ADDITIONAL SERVICES

Any work the Client wishes Consultant to create which is not specified in the "Scope of Work" document will be considered an additional service. Such work may be performed at Consultant's hourly rate, billed in one half hour increments of design time. Consultant's current hourly rate is $100.00 for web design and coding, $150 for PHP programming and/or MySQL database work, or an agreed upon price prior to commencement of such work. Consultant's hourly rate is subject to change at any time, with 15 days written notice to Client. Prices listed in the "Scope of Work" document are valid for 180 days from the date of this contract and are subject to change after that time.

4.0   EXPENSES

Client agrees to reimburse Consultant for any additional expenses necessary for completion of the Project. Such expenses may include, but are not limited to, fonts, software, and stock photography.

5.0   ASSIGNMENT OF WORK

Consultant reserves the right to assign other designers or subcontractors to the Project.

6.0   RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved to Consultant, to be used in their entirety or in any portion thereof at the discretion of Consultant in future works, including but not limited to all rights in custom graphic designs, HTML code, PHP code, custom programming and any MySQL database work created for the project. Consultant retains the rights to any application, process, form, or any custom programming created under this contract. Consultant retains the rights to all application files used to produce work for client, including but not limited to, FLASH authoring files (.fla), PaintShopPro files (.psp), Javascript code and files (.js), HTML files (.htm, .html) and PHP files (.php).

7.0   PERMISSIONS AND RELEASES

Upon request Client will provide to Consultant permissions or other proof of right to use from a third party.

8.0   COPYRIGHT NOTICE

Copyright to all website files and documents is in Client's name for all work that has been paid for. Copyright to all website files and documents that have not been paid for is in Consultant's name.

9.0   THIRD PARTY TECHNOLOGY/APPLICATIONS/SOFTWARE/BROWSERS/CODING LANGUAGES

Any third party technology (eg: FLASH) or third party application (eg: PayPal) or third party software (eg: WordPress) will be incorporated into the Project using the version of such technology or application that Consultant deems appropriate and the current versions of Internet Explorer and Google Chrome browsers at the time of deployment. Client understands that from time to time such technology, application, software, coding languages (eg: HTML, PHP) and/or browsers are updated and that such updates may affect the performance of the Project. Consultant makes no guarantee as to the performance of the Project, including the performance of any technology, application, software, coding languages and/or browsers used, when future versions of such technology, application, coding languages, software and/or browsers are deployed and is not liable to Client or a third party for any damages arising out of nonperformance of the Project due to any future changes in the technology, application, software, and/or coding languages or browser used.

10.0   PERFORMANCE LIABILITY

All issues of quality and performance must be resolved prior to live deployment. Live deployment of the Project constitutes acceptance of the Project as satisfactory by Client. The entire risk as to the quality and performance of the Project, including but not limited to, web pages and web site is with Client. In no event will Consultant be liable to the Client or any third party for any damages, including but not limited to, lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these pages or web site, custom programming or any other work performed by Consultant, even if Consultant has been advised of the possibility of such damages.

11.0   TERMINATION

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Consultant shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Consultant and the Consultant shall own all rights to any Work not paid for. The Client shall be liable for all collection of legal fees incurred by the Consultant as a result of the Client's default in payment or other breach of this contract.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute an agreement by either party to act as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

12.0   CONFIDENTIALITY

The Client and Consultant may disclose confidential information to each other during the course of the work performed under this contract. The party disclosing such information shall identify it as confidential at the time it is transmitted or otherwise disclosed to the other party. Both parties agree to refrain from disclosing such information to any third party.

13.0   ADDITIONAL WORK

In the absence of a new contract, should Client engage Consultant to perform any work, now or in the future that is not addressed in this contract all the terms and conditions of this contract will apply to such work.

14.0   DISPUTES

This agreement shall be governed by and construed in accordance with the laws of Texas applicable herein. Venue of any disputes arising from this contract or the work contemplated shall be in Travis County, Texas whether by mediation, arbitration, litigation or otherwise. It is further understood and agreed by all parties hereto that any

dispute arising hereunder must be submitted to non-binding mediation prior to the institution of any formal legal proceeding to enforce rights under this agreement. Should mediation be unsuccessful, any and all disputes arising under this agreement shall be subject to binding arbitration. Any arbitration proceeding shall be conducted in Travis County, Texas. Any party to any award rendered in an arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Travis County, Texas, having jurisdiction. This arbitration provision shall be enforceable in either federal or state court.

15.0   CONSTRUCTION

This agreement constitutes the entire understanding of the parties and the only agreement between Client and Consultant regarding the Project. This agreement supersedes any prior understandings or written or oral agreements between the parties hereto regarding the Project. It is binding on Client's heirs, successors, representatives and assigns and may not be amended except in writing executed by all parties. The invalidity or unenforceability of any provision shall not affect any other provision or render the entire agreement void.

16.0   NOTICES

All notices contemplated by this contract shall be sent to the following address:

Client:	**Consultant:**
Client company name and address provided through online Contract Acceptance page.	Austex Websites LLC
	8418 Antero Dr.
	Austin, TX 78759

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client: Online Signature. Record of Data Form and Date Accepted constitute online signature.

On behalf of Consultant: /s/ Steve Cook, President, Austex Websites LLC

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Scope of Work
WordPress Website

- Create/develop new site design and layout
- Create up to 10 static site pages *
- Install/configure site framework on host website server
- Cross test in IE, Firefox, Google Chrome, Android Phone, iPad

*Static site pages contain text and graphics. Pages with user input, E-Commerce, embedded third-party applications, or expanded functionality will be priced separately.

Pricing and Payment Schedule

Total investment: $2,500.00**

- Initial payment: $1,250 - due prior to commencement of work on your new website
- Milestone payment: $625 - due upon client approval of home page design.
- Milestone payment: $625 - due upon completion of 10 site pages, live site deployment, or 90 days from contract date, whichever comes first.

**Prices do not include sales tax

This scope of work contains all work agreed upon between CLIENT and Austex Websites LLC. Any work not listed on this page is covered under the "ADDITIONAL WORK", and "FEES & ADDITIONAL SERVICES" paragraphs in this contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK