



MACRODO MARKETING & DESIGN
IMAGE IS ONE THING, HAVING IT SEEN IS EVERYTHING ELSE.

Macrodo

Phone: 1-800-494-1360 / Fax: 1-877-856-0929

Email: info@Macrodo.com

Please fax or email this agreement

Web Maintenance Agreement

Introduction:

This is a legally binding document, so please read the terms of this agreement carefully. Submission of this contract either by hand to hand delivery, electronically, fax, mail or otherwise, constitutes a valid and enforceable offer to contract Macrodo for any of its web maintenance services. Offers shall be deemed accepted by Macrodo immediately following the submission of this contract if: (1) Macrodo receives the offer and (2) Macrodo does not notify the offeror (hereafter "client," as defined below) that the offer is rejected within four calendar days following Macrodo's receipt of the offer. Macrodo shall take reasonable steps to notify the client if the client's offer is rejected. "Receipt requires notification of and actual knowledge of the offer by Macrodo. "Client" means any individual who submits an offer and any individual, affiliate or entity associated with an individual that submits an offer to contract with Macrodo for any of its services. Any use of the term "client" shall also be construed to mean the plural, "clients."

The individual submitting an offer covenants that he or she has the legal authority to consent to these terms of service on his or her own behalf and to bind any individual, affiliate and/or entity associated with the individual. The individual who submits an offer and any such individual, affiliate and/or entity associated with the individual that submits an offer shall be jointly bound by this agreement.

In exchange for client's promise to be bound by the terms of this agreement, Macrodo promises to give due consideration to client's offer and, if accepted, Macrodo agrees to provide the services contracted for, subject to the terms stated herein.

Maintenance Services:

Macrodo is committed to offering the lowest possible fees for maintaining a client's website. Hence we provide two forms of Web Maintenance Services for your convenience:

(Please circle your number of choice).

1. **Standard Maintenance Service** (should be considered if website will have "limited/minor" changes (i.e. limited text, phone, address, pictures, etc.).

The cost of this service is **\$30.00** per month, or billed hourly on a per incident charge.

Please refer to our website at www.Macrodo.com for details.

THIS OPTION IS AT YOUR DISCRETION & APPLIES TO ALL PACKAGES.

2. **Unlimited Maintenance Service** (should be considered if website will have NUMEROUS changes on a daily or weekly basis (i.e. major text, phone, address, pictures, announcements, newsletters, etc.). This excludes complete website renovation. If necessary, please contact Management for more information. The cost of this service is **\$100.00** per month.

Please refer to our website at www.Macrodo.com for details.

THIS OPTION IS AT YOUR DISCRETION & APPLIES TO ALL PACKAGES.

3. **Decline Website Maintenance** (not interested in this service)

- o Decline of maintenance service frees Macrodo and its representatives or affiliates from any and all defects or errors incurred to the client website by the client or anyone hired by client to perform such task(s) other than Macrodo .

Terms of Agreement:

Macrodo 's web maintenance service shall be provided to the client as follows:

- o The Client shall initiate service by submitting a request or requests for service via phone call, email, fax, or US mail.
- o If initiated via business telephone, a maintenance contract will be forwarded to YOU the client via Hand to Hand delivery, E-mail, fax, or US mail.

Thereafter, if consistent with the provisions of this agreement, Macrodo will provide the maintenance for client's websites as outlined per the client's request indicated in the "Maintenance Services" section. With respect to whether Macrodo response time is reasonable, maintenance requests submitted by the client after 5:00 PM (Eastern Time) will be deemed received on the next business day (Saturday, Sunday, and federal holidays do not constitute business days) and maintenance requests submitted by the client on weekends or federal holidays shall be deemed received on the first business day following the weekend and/or federal holiday.

The client is solely responsible for providing Macrodo with clear and specific instructions as to what modifications are to be made to client's website. Macrodo shall take reasonable steps to clarify ambiguous requests; however, Macrodo will not be liable to the client or any third parties for unclear or ambiguous requests submitted by clients or client's agent or agents. Macrodo will take reasonable steps to notify client or clients' agent when modifications are made to client's website. In all cases, email communications shall be deemed reasonable. Client agrees to immediately review and inspect Macrodo 's services and work to ensure that the work is accurate and appropriate. The client agrees to communicate any omissions, errors or other changes identified with Macrodo's services to

Macrodo via email and or telephone immediately upon discovery. Macrodo will attempt to resolve any genuine errors as quickly as possible; however, Macrodo does not accept responsibility for any loss, damage, or injury, either monetary or otherwise, due to any delay or similar circumstance.

Macrodo's maintenance service shall be for twelve (12) months, commencing 1 day after the standard "30 Day Grace Period". In this case, maintenance services will commence on _____ and expire on _____. Macrodo retains the right to terminate this agreement at any time for any valid reason with or without notification to the client. However, a genuine effort via email, phone, or written letter will be made to contact the client if there is a "valid" reason for termination of this contract.

This contract can ONLY be renewed by both parties 30 Days prior to the expiration date. The client may ONLY terminate this agreement at the expiration of the initial twelve (12) month period or any extension thereof by giving Macrodo thirty (30) days written notice either via email or in written letter form before the expiration of this agreement. Absent such a timely notice to terminate or renew current service, this agreement will continue on a month-to-month basis according to our standard maintenance service following the initial twelve (12) month period. All other terms and provisions of this agreement shall remain in full force and effect in the event that this agreement continues beyond the initial twelve (12) month period (including the requirement that client give Macrodo thirty (30) days advance written notice of client's intention to terminate this agreement).

Late payment and/or breach of any terms of this agreement by the client shall cause any outstanding balance(s) under this agreement to become immediately due and payable. Macrodo shall be entitled to immediately commence activity to collect any outstanding balance, including referring the matter to an outside collection agency and/or assigning the agreement and all rights and/or obligations hereunder to any third party without notice for any purpose. Client hereby consents to such an assignment. Moreover, if client fails to make timely payments to Macrodo under this agreement, client authorizes Macrodo to report any late payment or non-payment to any and all credit reporting agencies. Macrodo retains the right to immediately terminate or suspend the ENTIRE WEBSITE and maintenance service to the said client in the event that the client's payment is late or if client breaches any provision of this agreement. Macrodo will strive to, but is not required to, provide client with notice of said termination or suspension.

Terms of Agreement: cont'd

Each month, Macrodo shall make itself available to client to provide face to face or phone conference service. During this time, any change in price(s) shall be communicated to the client, and such changes must be posted to the Macrodo website; <http://www.Macrodo.com>

Macrodo may reinstate a client's service if pending the client, within thirty (30) days of the late payment and breach, pays Macrodo a Service Reinstatement Fee of \$50.00 plus all outstanding amounts due; which includes the cost of monthly service(s) that would have been provided during the period of suspension, or if the client corrects its breach to Macrodo's satisfaction.

Client agrees to comply with all local, state, national, and international laws regarding use of the Internet, including but not limited to trademark, copyright, patent, tax, and tariff. Macrodo reserves the right to report and/or remove any and all materials which infringe on copyright or other

intellectual property rights. Such materials will be removed at any time upon receiving a complaint and/or notice of infringement or other violation. Client will be responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via client's web pages or websites.

Client agrees to indemnify, defend and hold Macrodo , its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss, damage, injury, and expense (including damage awards, settlement amounts, and legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from client's use of , any websites(s), and/or client's breach of any term of this agreement.

Maintenance Details:

Macrodo's service consists of website maintenance.

This maintenance service includes making routine changes or updates to the client's website content, such as adding, editing, or deleting...

- * Product and/or service offerings and pricing or other promotional efforts
- * Time-sensitive events, such as company news, human resource information
- * Company articles, photos or graphics, and company contact information
- * Customer service issues in FAQ or Question and Answer format
- * Adding and/or removing hyperlinks
- * Making basic alterations to images or other graphics

Macrodo's service DOES NOT include non-routine website maintenance services, such as:

- * Structural or non-content-related changes to websites
- * Additional web pages Advanced alteration of images or graphics
- * Advanced alteration of images or graphics
- * Design, development, or enhancement of advanced programming or visual structures
- * Database management, e-commerce functionality changes, shopping cart, or changes to dynamic content (including flash content), unless these features are included in a Paid for website package.

Macrodo's service will only be provided for the one website specified which includes any sub-domains, in the client's offer to contract. One website shall consist only of those web pages listed under a single URL or domain name. Thus, clients with multiple websites must submit separate offers to contract for each site or sub domain or obtain written consent from Macrodo to treat multiple websites or sub domains as a single website.

If client is agreeable to the terms of this agreement, please sign below and return to Macrodo.

On behalf of the client (authorized signature):

_____ Date _____

On behalf of Macrodo Marketing & Design (authorized signature)

_____ Date _____