

TIMED DESIGNS, INC. SERVICE AGREEMENT - PAGE 1.2

CLIENT# 00000X01 | PHONE: xxx.xxx.xxxx | FAX: xxx.xxx.xxxx

A. DEFINITIONS

1. "Client" means: [CLIENT NAME—ADDRESS]
2. "Timed Designs" means: **Timed Designs, Inc. 199 W. Abreu Road, Salt Flat, TX 79847.**

B. Timed Designs™ RESPONSIBILITIES

1. Timed Designs services are available to the client as listed in Schedule A.1 and within the limitations set forth in Schedule A.2.

C. PRICE AND PAYMENT

Inconsideration for Timed Designs services the client will pay Timed Designs as set forth in Schedule A.3.

D. TERM AND TERMINATION

1. **This agreement shall become effective when signed by duly authorized representatives of both parties and will continue in effect until terminated:**
 - a. thirty days after Timed Designs gives client notice of client's material breach of any provision of the agreement (including thirty or more days delinquency in the client's payment of any money due), unless client has cured the breach;
 - b. immediately upon any attempt by client to assign, delegate, sublicense, or otherwise transfer this agreement, or any of its rights or obligations under this agreement;
 - c. at Timed Designs option upon ten days written notice of termination, if client becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings; or
 - d. ten days after client gives written notice of termination, or of client's decision not to accept Timed Designs services.
2. **Upon termination of this agreement:**
 - a. Timed Designs obligation is to provide services against any outstanding balance due to the client is pay by services performed as stated in paragraph D survive the termination;
 - b. Client's obligation is to pay in full against any outstanding balance due to Timed Designs is pay as stated in paragraph D survive the termination.
3. **Each party's right to terminate as expressed in this agreement shall be in addition to any other rights provided by law.**

E. WARRANTY

1. **Warranty**

Timed Designs will provide the client with services as set forth in Schedule A.1 and within the limitations of Schedule A.2. Should a specific service provided by Timed Designs fail to conform to this agreement, the sole responsibility of Timed Designs is to correct the failed service provided within 30 days after receiving written notice from client of any failed service problem. *Timed Designs DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED.*
2. **Limitation of Liability**
 - a. Timed Designs liability for any losses or damages, whether direct, indirect, incidental or consequential, arising from a specific service provided by Timed Designs shall be limited to the aggregated amount of the fees paid to Timed Designs for the specific service, less the non-refundable setup fee as set forth in Schedule A.3.3.;
 - b. Timed Designs may direct client to third party products and/or services which may be of interest to the client for use in conjunction with the specifications of clients web page(s). Notwithstanding any Timed Designs recommendation, referral, or introduction, client will independently investigate third party products and/or services and will have the sole responsibility for determining suitability for use of third party products and/or services. Timed Designs has no liability with respect to claims relating to or arising from use of third party products and/or services.

F. CLIENT'S RESPONSIBILITIES

1. Client must provide Timed Designs with all textual information, company logos or any other content elements which are needed to assemble reasonable web page(s), and;
2. Client must provide Timed Designs with an understanding of client's business operations pertaining to the development of client's web page(s), and;
3. Client must pay on all invoices submitted by Timed Designs in a timely manner.
4. Client agrees to Timed Designs posting within any location of the client web site any banner ads, screen captures, pictures and copyright notice needed to identify Timed Designs as the ISP and web developer of the client web site.
5. Client agrees to meet with Timed Designs on a monthly basis by means of email, telephone, fax, direct meetings or by any other means acceptable between the client and Timed Designs to discuss necessary web site updates and changes.

G. OTHER PROVISIONS

1. This Agreement constitutes the entire agreement between the parties with respect to Timed Designs services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by the parties.
2. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
3. Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.
4. This Agreement will be governed by the laws of the State where it is signed.
5. Timed Designs may assign this Agreement or assign the right to receive payments, without client's consent. Any such assignment however will not change the obligations of Timed Designs to the client.
6. Client will not assign or transfer its rights or obligations under this Agreement without prior written consent of Timed Designs. Any assignment or transfer prohibited by this agreement will be void.
7. This Agreement may be modified only by a writing signed by a duly authorized representative of each party.
8. No arbitration proceeding or legal action, regardless of its form, relating to or arising out of this Agreement, may be brought by either party more than two (2) years after the cause of action first accrued.

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Client acknowledges it has read and understands this Agreement (including all attached Schedules and Amendments) and is not entering into this Agreement on the basis of any representations not expressly set forth in it.

AGREED AND ACCEPTED BY

Timed Designs, Inc., 14146 E. Tyler Drive, Plymouth, MI 48170 - 734-254-0021

Signature Agreement Date: _____

James L. Merriman

President

Name

Title

CLIENT: [CLIENT NAME—ADDRESS]

Signature Agreement Date: _____

{CLIENT NAME}

OWNER

Name (Please Print)

Title

Schedule A.1 TIMED DESIGNS SERVICES

1. Timed Designs will design client web page(s) based on written specifications in conjunction with the client quote agreed upon by the client and Timed Designs.
2. All written specifications, design time and hosting service rates will be contained in a client notebook and become apart of this agreement.
3. Timed Designs will host the web page(s) for the client on the Timed Designs hosting server for the duration of this agreement.

Schedule A.2 LIMITATIONS OF SERVICES PROVIDED BY TIMED DESIGNS

1. All web page(s) designed using Timed Designs proprietary data bases and associated code along with photographs taken and graphics created by Timed Designs remains the sole property of Timed Designs.
2. Usage of the web page(s), graphics and photographs taken by Timed Designs is granted to the client by license through this service agreement. Any other usage by the client of the web page(s), graphics and photographs constitutes copyright infringement.
3. Timed Designs cannot be responsible for omissions, errors, typos & invalid information submitted by the client for use within the web page(s). All textual information and/or visual representations of the client's business is the final responsibility of the client.

Schedule A.3 TIMED DESIGNS SERVICE RATES

1. Timed Designs Services Rates which describes the active service package options of level 1, 2 and 3 are posted on the Timed Designs corporate web site "Service Rate" page and are concurrently printed out at the time of signing this agreement and become an amendment to this agreement along with the Timed Designs Client Service Package and Rate Quote.
2. Timed Designs reserves the right to change service rates at anytime based on future client specifications which require a change to the service level and web development requirements. For any new client specifications and web development requirements a new Client Service Package and Rate Quote based on the new service level and rate with be signed by both parties and become an amendment to this agreement.
3. A Twenty (20%) percent non-refundable start-up fee is due at signing this agreement based on an client service package and rate quote for a one-year period which is determined by the written specifications as set forth in Schedule A.1.
4. Timed Designs, Inc. will invoice the service fee to the client on a monthly basis.
5. Checks are payable to: **Timed Designs, Inc.**
6. If Client fails to pay monthly invoices submitted by Timed Designs by the stated due date, a late payment fee will be charged and invoiced to the Client per occurrence and added to the next month balance due.
7. The late payment fee schedule is based on the following: 30 days -10% of the total balance due is charged, 60 days - 20% of the total balance due is charged, 90+ days - 30% of the total balance due is charged.

Schedule A.4 TIMED DESIGNS DESIGN TIME

1. Timed Designs Design Time Rate is \$37.50 per hour. Timed Designs accurately logs all design time of client web pages which may include modifications to the Timed Designs pre-designed administrative management modules to accommodate client specifics.
2. Timed Designs design time above all other service fees must be paid in full upon termination of this agreement by the client as setforth in paragraph D.2.B of this agreement and is calculated based on the following criteria example below.

DESIGN TIME CRITERIA EXAMPLE

The Client web pages takes 30 hours to design. 30 hours (x) times \$37.50 per hour equals (=) (\$1125.00) One Thousand One Hundred and Twenty Five Dollars and is the total design time balance. The clients utilizes a Timed Designs Service Agreement at the rate of One Hundred Dollars per month for 12 months for a total of (\$1200.00) One Thousand Two Hundred Dollars but, then decides to terminate the service agreement 6 months into the agreement, the client will still owes any unpaid design time due to Timed Designs, Inc.

To determine the design time balance due, take the total amount of the service agreement paid by the client which in this example would be (\$600) from the design time total balance which is in this criteria example is (\$1125) to determine the remaining design time balance due which in this criteria example is (\$525.00) Five Hundred Twenty Five dollars.