

Addendum to WebSelect Ltd Web Site Development Agreement

This Addendum should be accompanied by the WebSelect Ltd Web Site Development Agreement and quotation.

Client Name:

Address:

Agreement Date:

Contract Price:

Delivery Period:

Contract Administrator

Please tell us who will be your point of contact for all matters relating to this project.

Name:

Telephone:

Email:

Address:

WebSelect Ltd Web Site Development Agreement

This Agreement is entered between WebSelect Ltd, of 54-55 Fore Street, Chudleigh, Newton Abbot, Devon, England TQ13 0HY and its "Client" on a date set forth in the Addendum to this Agreement. In consideration for the mutual covenants and conditions set forth below, the parties agree as follows:

WHEREAS Client desires to engage an independent firm to design and develop a Web site to reach and attract potential members, customers, or other visitors (the "Web Site");

WHEREAS WebSelect has special expertise in designing, creating, developing, and hosting Web sites and pages for businesses and others that desire an effective presence on the World Wide Web;

WHEREAS Client desires to engage WebSelect to create, develop, and draft a design of the Web Site and to provide technical development, implementation and temporary hosting of the Web Site; and

WHEREAS the parties desire to commit their agreement to writing;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. DEFINITIONS

A. "Code" means a set of instructions conforming to a specified protocol that will cause a specified computer to function in the manner indicated in the Design Documents. Code may include HTML, ASP, applications and functions, Active X, C#, C++, as well as database systems and functions, graphics, video and sound files.

B. "Data" means collections of facts and events intended to be organised and used by the Code to present information in a form that is useful to the viewer or the end user.

C. "Deliverables" means all Code, Documentation, reports and other materials developed by WebSelect in the course of its performance under this Agreement and any other items necessary for the operation of Client's Web Site (other than third-party operating system software, third-party networking software, Web Browsers and hardware), including all Enhancements thereto.

D. "Enhancements" means changes or additions to Code and related Documentation.

E. "Error" means any error, problem or defect resulting from: (1) an incorrect functioning of Code, (2) information displayed on a Web Page that does not conform to the information provided by Client, (3) incorrect sequencing of Web Pages, or (4) any failure of the Deliverables to meet specifications.

F. "Home Page" means the top level or initial Web Page in a collection of linked Web Pages making up a Web site.

G. "Host" or "Hosting" means to place and provide access to a Web site on a Web server in such manner that third parties can view it over the Internet.

H. "HTML" means "Hyper Text Markup Language," the programming language used to create World Wide Web pages and to define the functions to be performed when one clicks on a button, image, or hypertext link embedded in a Web Page.

I. "HTTP" means "Hyper Text Transfer Protocol" which is the method by which the World Wide Web provides hypertext links between Web Pages, often located on entirely different computers.

J. "Internet" means the worldwide network of computers that provides electronic mail and World Wide Web access in addition to other specialised communication services.

K. "Maintenance" means the continuing adaptation and integration of new Data and new or modified features in the Code and testing and correcting of unintended or broken aspects of the Code and Data presentation.

L. "URL" means a Uniform Resource Locator and is an address recognised by the Internet at which a Web Server, Web Page or other information may be found.

M. "Web Browser" means standards-based software designed to allow interactive access to the World Wide Web (and in some cases to other Internet resources as well), including, but not limited to, Netscape Navigator, Microsoft Internet Explorer and the Opera Browser.

N. "Web Page" means Code that permits a document or other data to be accessible over the Internet using a Web Browser.

O. "Web Server" means a computer or computers on which one or more Web sites are located and made accessible to Internet users approximately 24 hours per day.

P. "Web site" means a series of interconnected Web Pages that are seamlessly interrelated to each other and are under common control.

Q. "Web Site Launch" means the initial time and date upon which a Web site on a Web server can be viewed by third parties over the Internet.

R. "World Wide Web" means all of the URL's that are accessible to a typical computer user with unrestricted access to the Internet, using a standard Web Browser.

2. CONTRACT ADMINISTRATION

Each party shall designate an authorised representative who will be responsible for arranging all consultations between the parties, transmitting and receiving all of the materials developed under this Agreement, receiving all notices under this Agreement, and all administrative matters such as invoices, payments, and amendments to this Agreement. WebSelect's

Contract Administrator shall be Mark Walker who may be contacted at info@webselect.net, Client's Contract Administrator shall be identified on the WebSelect Web Site Order Form.

3. DEVELOPMENT SERVICES

3.1 WebSelect SERVICES Subject to the terms and conditions of this Agreement, WebSelect will provide those services and meet the requirements, described in the Addendum to this Agreement, regarding Client's Web Site. WebSelect will contact Client's Contract Administrator to report all tasks completed and problems encountered relating to the Web Site. During such discussion, WebSelect will advise Client of any recommended changes with respect to the timing of the remaining phases.

3.2 CLIENT ASSISTANCE Client will provide promptly to WebSelect such materials, resources, and assistance as reasonably requested and as reasonably necessary in furtherance of WebSelect' service obligations hereunder.

3.3 DEVELOPMENT SCHEDULE WebSelect will use its best efforts to deliver all materials within the times specified in the Addendum to this Agreement ("Development Schedule").

4. NOTICE OF DELAY

WebSelect will contact Client's Contract Administrator promptly upon discovery of any event or problem that may affect WebSelect' ability to meet the requirements of this Agreement or that is likely to delay development of the Web Site.

5. ACCEPTANCE, TESTING AND DELIVERY

5.1 TESTING DATE During development, WebSelect will make the Web Site and its Web Pages available to Client for acceptance testing on or about the date specified for the end of each Development Phase indicated in the Addendum, taking into account any agreed extensions for changes.

5.2 TESTING AND APPROVAL Client shall test all aspects of the Web Site within ten (10) calendar days after the Web Site and its Web Pages are made available to Client for testing. Within that time, Client shall either accept, based upon reasonable standards, all aspects of the Web Site and make the payment due as set forth in the Addendum or provide WebSelect with written notice of the specific aspects in which the Web Site fails to meet the agreed requirements and request WebSelect to make corrections. Such notice shall be sufficiently detailed to allow WebSelect to duplicate and confirm any nonconformity. If WebSelect is unable to duplicate nonconformity, WebSelect will notify Client in writing, and the parties will attempt to resolve the problem within a reasonable time. If WebSelect is able to duplicate nonconformity, WebSelect will be required to use its best efforts to correct it within a reasonable time. Once the reported non-conformities have been corrected, WebSelect will provide Client with the opportunity to retest the corrected version of the Web Site and its Web Pages.

5.3 TESTING AND APPROVAL OF CORRECTED VERSION Client shall test all aspects of the corrected Web Site within seven (7) calendar days after the corrected version is made available to Client for testing. Within that time, Client shall either accept the corrected version and make the payment due as set forth in the Addendum or request WebSelect to make further corrections and repeat the correction and review procedure set forth in this section 5.

5.4 IMPLIED APPROVAL If Client fails to provide written notice of non-conformities in the Web Site, its Web Pages or a corrected version of the Web Site or Web Pages within fifteen (15) days after the Web Site is made available to Client for testing, Client shall be deemed to have accepted it upon the expiration of such fifteen (15) days. Any commercial use of the Web Site, without mutual agreement, shall be deemed acceptance on the thirtieth (30th) day after the Web Site Launch.

6. REQUEST FOR CHANGES

Client may make changes with respect to the Services to be provided under this Agreement, or as described in the Addendum, by providing WebSelect a written change order describing the requested changes. Changes to the Web Site or its Web Pages after approval of the Design Materials, or changes which expand the scope of the Services to be rendered hereunder, may result in delivery delays and increased costs. Any such changes shall not be effective unless they are made by written amendment to this Agreement noting any changes in the Development Schedule or increased costs and signed by both parties hereto.

7. DEVELOPMENT FEE

Client shall pay WebSelect the Fee set forth in the Addendum to this Agreement.

8. CONFIDENTIAL INFORMATION

8.1 MAINTAINING CONFIDENTIAL INFORMATION WebSelect agrees that, except as authorised in writing by Client, WebSelect shall preserve and protect the confidentiality of all Confidential Information, shall not disclose to any third party the source, content or substance of the Confidential Information, shall not deliver Confidential Information to any third party, shall not use Confidential Information in any way other than to develop the Web Site as provided in this Agreement, shall not disclose, use or copy any third party information or materials received in confidence except for the purposes of work performed under this Agreement, and shall require that each of its employees and third parties who work on, or have access to, the materials which are the subject of this Agreement sign a suitable confidentiality agreement and be advised of the confidentiality and other applicable provisions of this Agreement.

8.2 INFORMATION NOT CONFIDENTIAL Information shall not be considered Confidential Information if it is already or otherwise becomes publicly known through no act or omission of WebSelect, is lawfully received from third parties subject to no restriction of confidentiality, has been independently developed by WebSelect without use of the Confidential Information, or is authorised in writing by Client to be disclosed, copied or used.

9. WEB SITE CREDITS AND LINKS

WebSelect may place statements on the Web Site that the Web Site was developed by WebSelect. In addition, WebSelect may place hypertext links on Client's Web Site to WebSelect's Web site as well as a hypertext links on WebSelect' Web sites to Client's Web Site as an example of WebSelect' services.

10. OWNERSHIP AND RIGHTS

10.1 COMBINED OWNERSHIP OF COPYRIGHTED MATERIALS AND CODE The parties hereby acknowledge and agree that the Web Site developed under this Agreement may contain Data and other copyrighted materials provided by Client or licensed from one or more third parties, in addition to original Code and derivative materials developed by WebSelect or Client. It may also contain materials provided by Client or by third parties that have been modified by WebSelect or by Client. As a result, the copyrights and derivative copyrights in the Code used to develop the Web Pages and the Web Site may belong to a combination of Client, WebSelect and/or third parties.

10.2 TRANSFER OF COPYRIGHTS Upon Client's payment of the Development Fee, WebSelect will assign all rights, title and interest in the copyrights it owns in the Deliverables, as defined herein, to Client subject to paragraph 10.5 below. This assignment shall not include any copyrights that belong to Client or to any third party, but includes all interests in the derivative copyrights of any preexisting materials of WebSelect that such parties modify or transform, unless those rights are required to be assigned to the licensor under the terms of the license to the underlying work.

10.3 PROPERTY NOT SUBJECT TO TRANSFER None of the above assignments will include the copyrights in the contents of compilers, software development tools, run time libraries, database functions or systems, HTML or JAVA authoring tools, Content Management systems, Web site development software, or any other similar material developed by WebSelect or licensed from third parties.

10.4 OWNERSHIP PRIOR TO COPYRIGHT TRANSFER The copyrights and trademarks in any materials not developed by WebSelect, if any, shall remain with the third party owner.

10.5 PERPETUAL, ROYALTY-FREE LICENSE TO USE CODE Notwithstanding anything stated to the contrary, WebSelect shall retain a perpetual, royalty-free license and right to use, copy, modify, display, distribute and sublicense the underlying Code and structure of the Web Site for other clients, in its sole discretion. Client acknowledges that much of the underlying Code is reusable and may have been developed in earlier projects.

10.6 USE OF LICENSED MATERIAL WebSelect will procure for Client on a royalty-free basis any third party copyright or other license that may be required to use the Code and materials employed in the Web Site and its Web Pages. When any such license is obtained to use such material on the Web Site, Client will be informed in writing as to the material that is licensed from third parties and the scope of any such license. Client will abide by the scope of any such third-party license and will not knowingly allow the use of the licensed materials beyond the scope of the license obtained without first obtaining, through WebSelect, any required supplemental licenses from the copyright owners.

10.7 USE OF LICENSED MATERIAL PROVIDED BY CLIENT Client shall be responsible for obtaining any copyright licenses or other authorisations that may be required to use the Data and materials it specifies or supplies for inclusion in the Web Site. Client shall inform WebSelect in writing as to any materials it specifies or provides that requires a license or authorisation from a third party. WebSelect will be provided with copies of the pertinent provisions of any applicable license agreements so that WebSelect will have the information it requires to use the third-party materials within the scope of Client's license.

11. REPRESENTATIONS AND WARRANTIES

11.1 WebSelect WARRANTIES WebSelect hereby warrants and represents that it has or will procure or obtain any third-party copyright and other licenses or authorisations that may be required to use the Code and other materials employed in the Web Site and its Web Pages, other than materials provided by Client. The Code employed in the Web Site and its Web Pages will not infringe any copyright, registered trademark, known trade secret, or any privacy or publicity rights of any third party.

11.2 FREE OF DEFECTS WebSelect hereby warrants and represents that the Web Site will be of high quality and will be free of Errors or defects in material and workmanship in all

material respects, that the Web Site will conform in all respects to the functional and other descriptions contained in the Design Documents, and that any failure of the Web Site to meet the specifications in the Design Documents and/or to operate with the Web Server for a period of six (6) months after the date of acceptance of the Final Version of the Web Site by Client will be fixed/remedied promptly and without cost to Client.

11.3 CLIENT WARRANTIES Client hereby warrants and represents that it has obtained or will obtain any third-party copyright and other licenses or authorisations that may be required to use the materials it employs in the Web Site and its Web Pages. The materials it employs in the Web Site and its Web Pages will not infringe any copyright, registered trademark, known trade secret, or any privacy or publicity rights of any third party.

11.4 PERFORMANCE OF SITE AND DATA Client will lease and maintain a high-volume Web site connection with an Internet service provider. WebSelect does not make any warranties, express or implied, regarding the fitness or performance of data communication lines accessing the Web Server, the Internet, the host or mirror Web Server(s), any Internet online service, or the performance of any aspect of the Web Site and its Web Pages if such performance is not under the exclusive control of WebSelect. Without limiting the generality of the foregoing, WebSelect is not responsible for problems or non-conformities caused by changes in the operating characteristics of Client's Web Server which are made after the acceptance of the Web Site or for problems in the interaction of the Web Page with Web Browsers, or versions of Web Browsers, that were not specified in the Design Documents. Where the Hosting occurs on servers provided by WebSelect, WebSelect will use its best efforts to manage and control the Hosting service for the best reasonable performance given the bandwidth and telecommunications connections, but makes no warranty of performance. The parties hereby agree in such instance, the sole and exclusive remedy for nonconformance, interruption or failure of the Internet online service shall be reimbursement of any online charges from the online supplier for the nonconformance, interruption or failure of the Internet online service.

11.5 WEB SITE VOLUME WebSelect makes no express or implied warranties or guarantees of the number or amount of inquiries, visits or "hits" the Web Site may generate.

11.6 EXCLUSIVITY OF WARRANTIES The warranties set forth above are exclusive and are in lieu of all other warranties, whether oral or written, express or implied.

12. INDEMNIFICATION

12.1 The parties hereby agree to defend, indemnify and hold each other harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) which arise out of, are connected with or directly relate to any breach or alleged breach of any representation or warranty by the other party hereunder. The parties shall promptly notify each other in writing of the existence of any claim, demand or other matter to which the indemnification obligations may apply.

12.2 LIMITATION OF LIABILITY UNDER INDEMNITY The indemnity liability of the parties hereunder shall be for that portion of an infringement or injury directly caused by WebSelect, Client, or any third party employed by WebSelect or Client for the purpose of the Web Site, but not for any infringement or injury caused by others.

13. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, WHETHER FOR BREACH OF WARRANTY OR ANY OBLIGATION OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) AND REGARDLESS OF WHETHER OR NOT THE PARTY HAS ADVISED OR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE SUCH PARTY OF AN ADEQUATE REMEDY.

14. TERM

Upon execution of this Agreement by all parties, it shall become effective on the date web site order is placed and, unless earlier terminated in accordance with the provisions in this Agreement, shall continue in full force and effect until completion of all Phases described in the attached Addendum and performance of all material provisions herein.

15. TERMINATION

15.1 DEFAULT In the event of default of this Agreement, the non-defaulting party may terminate this Agreement forthwith by notice in writing to the other, if it provides written notice to the defaulting party specifically describing such default and: (a) the default can be reasonably cured within thirty (30) calendar days and the defaulting party has failed to cure such default within thirty (30) calendar days after such written notice; or (b) the default as described in the written notice cannot be reasonably cured within thirty (30) calendar days and the defaulting party has failed to commence cure within thirty (30) calendar days after written notice, or has failed to diligently continue to pursue such cure, or has failed to cure such default within sixty (60) calendar days after such notice.

15.2 MUTUAL TERMINATION This Agreement shall terminate upon the written agreement of all parties hereto. Such mutual termination may include written notice by one party of its intent to terminate the Agreement and written consent to such termination by the remaining party.

15.3 NONPAYMENT Notwithstanding anything stated to the contrary herein, WebSelect may terminate this Agreement by giving Client twenty (20) days' written notice to terminate if Client fails to make any payment when due under this Agreement and such default is not remedied.

15.4 FAILURE TO ACCEPT Subject to compliance with section 5 above, in the event Client rejects the Deliverables as described in the Addendum, Client may elect to terminate the Agreement by providing written notice to WebSelect.

15.5 DISSOLUTION OR INSOLVENCY Either party shall have the right to terminate this Agreement if any of the following occur to the other party: (a) the dissolution or the liquidation of the party's assets; (b) the filing by or against the party of a petition for liquidation or reorganization under any statute relating to insolvency, bankruptcy, liquidation or reorganization; (c) the appointment of a trustee, receiver or custodian for the party or for any of the party's property; (d) the party's making of an assignment for the benefit of creditors; (e) the party's commission of any act for or in bankruptcy; or (f) the party's becoming insolvent.

15.6 PAYMENT UPON TERMINATION Upon early termination of this Agreement otherwise than for breach or default by WebSelect, WebSelect shall be entitled to receive, and Client shall be obligated to pay promptly, the amount due to the date of termination in accordance with the Addendum hereto. Upon such payment, WebSelect will promptly deliver to Client any

Deliverables for which Client has accepted prior to such termination and paid the fee therefore.

16. GENERAL PROVISIONS

16.1 CAPACITY The parties hereby warrant and represent that they have all necessary rights and authority to execute this Agreement and to fulfil their obligation hereunder.

16.2 ENTIRE AGREEMENT This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter contained in this Agreement. It supersedes all prior oral or written understandings and agreements relating to this subject matter. This Agreement may not be altered, modified or waived, in whole or in part, except in a writing signed by authorised representatives of the parties. The waiver by either party of any provision of this Agreement shall not be deemed to waive it for the future.

16.3 FORCE MAJEURE Neither party shall be deemed in default or breach of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riot, acts of government, acts of terrorism, shortage of materials or supplies, or any other cause beyond the reasonable control of such party provided that the party interfered is able to and provides reasonable notice to the other party. For the avoidance of doubt, failure on the part of any third party employed by WebSelect to perform the works required under this contract shall not constitute force majeure protecting WebSelect.

16.4 ASSIGNMENT Neither party may assign any of its rights or obligations under this Agreement.

16.5 NOTICES All notices permitted or required under this Agreement shall be effective only if in writing, addressed to the party at the address set forth in this Agreement, and postage or delivery charges prepaid. Any change of address shall be provided to the other party promptly. Notice shall be deemed to have been given and received when actually received, but in no event later than the date delivered to the party by personal messenger, one (1) business day after emailed, five (5) business days after mailed within the United Kingdom by first-class or registered mail (return receipt requested), two (2) business days after the date deposited with an overnight courier, or one (1) business day after faxed.

16.6 SEVERABILITY In the event any provision of this Agreement is determined to be invalid, illegal or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement. The remainder of this Agreement shall remain in full force and effect according to its terms.

16.7 CHOICE OF LAW The validity, construction and performance of this Agreement shall be governed by the laws of the United Kingdom.

16.8 ARBITRATION All disputes arising from this Agreement shall be submitted to arbitration and heard before a mutually agreed upon arbitrator.

16.9 LEGAL FEES In any litigation, arbitration, or other proceeding by which either party seeks to enforce its rights under this Agreement, the prevailing party shall be awarded reasonable legal fees, together with any reasonable costs and expenses, required to resolve the dispute and to enforce the final judgment.

16.10 FURTHER DOCUMENTS The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other action as may reasonably be required or appropriate to evidence or carry out the intent and purposes of this Agreement.

16.11 COUNTERPARTS This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

By signing this agreement, WebSelect Ltd and the Client agree to the terms and conditions of the web site development agreement.

For CLIENT

Authorised Representative Name: _____

Title: _____

Signature of Representative: _____

Date _____

For WebSelect Ltd

Authorised Representative Name: _____

Title: _____

Signature of Representative: _____

Date _____