

WEBSITE DEVELOPMENT AGREEMENT

This Website Development Agreement is a legal agreement (“Agreement”) between Carvajal Consultants, Inc., a Florida corporation (“Developer”); and the party (“Client”) which is a signatory of the Web Services Subscription Form (the "Order") and applies to the purchase of all services ordered by Client on the Order (collectively, the "Services"). The parties understand, acknowledge and agree that this is an online agreement which is being entered into in conjunction with the Order.

Whereas, Client desires to engage Developer, and Developer accepts the engagement, to develop a website, as is defined in the Scope of Work below, in accordance with terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, Client and Developer agree as follows:

1. Scope of Work

The scope of the work is detailed in the Statement of Work attached to the Order. If the scope of work changes after signing the Order, Client and Developer agree to negotiate and sign an amended of the Order.

2. Project Schedule

Developer and Client have agreed that Developer will work on this project in phases. The Project Schedule attached to the Order shows the applicable Project Schedule. If the scope of work changes after Developer and Client sign the Order, Client and Developer agree to negotiate and sign an amended of the Order.

3. Final Deliverables

The final deliverables are stated in the document Final Deliverables attached to the Order.

However, Client understands that multimedia applications, websites and software are complicated and imperfect environs. Developer will attempt to cure and remedy any unforeseen glitches, bugs and/or errors, but those efforts will be based upon the original

specifications, including agreed upon modifications of Client.

4. Original Work / Conflicts / Confidentiality

Developer promises that work does not violate the patent, copyright, trade secrets or other property right of any person, firm or entity. Developer promises that this Agreement does not conflict with any other contract, agreement or understanding to which Developer is a party. Finally, Developer promises to hold and maintain in strict confidence any confidential information that Client provides (such as proprietary technical or business information), and Developer will not disclose such information to any third party except as may be required by a court or governmental authority.

5. Training

The fee Client will pay Developer for this project includes training in the use of the software created. Training will be conducted remotely using a screen sharing software. If Client asks Developer to train Client onsite, Client agrees to pay actual costs of traveling to Client location, including but not limited to transportation, lodging, and food expenses.

6. Payment

Client promises to pay Developer the total sum ("Fee") of Amount (U.S. Dollars) as is indicated in the document Pricing and Warranty attached to the Order.

If Client asks Developer to use any third-party content (i.e. stock photos or third party software) that must be incorporated in the software Developer is creating, Client promises to pay Developer the actual cost of licensing that third-party content for work under this Agreement. Client agrees that until Client pays Developer in full, Client will not acquire the rights or license to use or transfer ownership of any software that Developer creates for Client under this Agreement.

7. Compensation

Developer agrees that the fee Client owes Developer will cover in full all of the work stated in Scope of Work of this Agreement. Client agrees that if Client asks Developer to make changes or do other work for Client that is not covered by this Agreement,

Client will pay an agreed upon flat rate in addition to all other amounts Client owes Developer under this Agreement.

8. Feedback and Acceptance

Client agrees, that Developer cannot complete work for Client or meet agreed upon milestones unless Client gives timely feedback. Client agrees to provide timely feedback so that Developer can understand Client concerns, objections or corrections, and Client promises not to unreasonably withhold acceptance of the deliverables Developer will provide Client at each milestone.

Developer and Client agree to the following acceptance process: Developer will test the software that Developer creates for Client to make sure that it's working properly. In turn, Client promises that Client will evaluate the deliverables Developer provided to Client at each milestone listed in the document Project Schedule attached to the Order and let Developer know in writing, within forty eight (48) business hours after Client receives each deliverable, whether Client accepts or rejects it. If Client rejects a deliverable, Developer will correct any errors and again ask Client to accept or reject the corrected deliverable – which Client promises to do within forty eight (48) business hours after Client receives the corrected deliverable.

When Developer delivers the completed version of the website to Client and completes work for Client under this Agreement, Client agrees that Client will test the software in its entirety to determine if Developer completed the work promised to Client. Client promises to let Developer know in writing within seven (7) calendar days after Developer delivers the completed version, whether Client accepts or rejects the completed version. If Client rejects the completed version, Developer will correct any errors and again ask Client to accept or reject the corrected version – which Client promises to do within seven (7) calendar days after Client receives the corrected version. This process shall continue until Client accepts the version or seven (7) calendar days have passed and Client has not accepted or rejected a version (at which point it will be deemed accepted). Finally, Client agrees that Developer work on this project will be complete and the Agreement will end after Client has approved the completed version.

9. Rights To The Client Content

Client promises that: (a) Developer owns the rights to use anything Client gives Developer (“Client Content”); and (b) using such Client Content does not violate the patent, copyright, trade secret or other property right of any person, firm or entity. Client grants Developer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Developer’s work for Client under this Agreement and the limited promotional uses as allowed by this Agreement. Client also affirms and represents that this Agreement does not conflict with any other contract, agreement or understanding to which Client is a party.

10. Rights Before Payment In Full

Client understands and agrees that until Client pays Developer in full, Developer owns full rights to everything Developer creates for Client under this Agreement. If Client does not pay Developer in full, Client agrees that Developer can complete, exhibit, use and sell the software at Developers sole and absolute discretion (except that Developer will not be able to use Client Content in such work).

11. Rights After Payment Made In Full

After Client pays Developer in full, Developer assigns to Client Developers right, title and interest in the copyrights for the final software that Developer creates for Client under this Agreement – contained in the final files that Developer will send to Client for approval. Client agrees that Developer will retain and Client will not receive any right, title or interest to the preliminary work or preliminary designs that are included with the work Developer creates for Client. If Client needs additional documentation, Developer will sign any further documents reasonably necessary to make sure that the rights Developer is giving Client under this Agreement are properly assigned to Client. Client agrees that Developer may use Client name/company name and trademarks as a reference in Developers promotional materials. Client also agrees that Developer may include, when referencing Developer’s work for Client, a general description of the work under this Agreement.

12. Right To Make Changes

Developer agrees that after Client pays Developer in full, Client may make any changes or additions to the software Developer creates for Client under this Agreement, which

Client in Client's discretion may consider necessary, and Client may engage others to make any such changes or additions, without further payments to Developer. Client agrees that if Client asks Developer to make changes or additions to the software after Client approves the final files, Client and Developer will negotiate a separate additional payment for Developer's time to make such changes.

13. Rights To Know-How

Developer may incorporate into the software Developer creates for Client various pre-existing development tools, routines, subroutines, programs, data or materials (Know-How). Client agrees that Developer retain all rights, title and interest, including all copyright, patent, and trade secret rights to that Know-How. Developer agrees that after Client pays Developer in full, Client will receive a nonexclusive, perpetual, worldwide license to use the Know-How in the software that Developer created for Client under this Agreement. However, Client shall not resell or make use of that Know-How in any other manner other than in connection with the software Client receives under this Agreement.

14. Assurance

Developer promises that to the best of Developer's knowledge, the software will not contain any virus, worm, trap door, back door, trojan horse, timer or clock that would erase data or programming or otherwise cause the software to become inoperable or incapable of being used.

15. Warranty and Disclaimer

Developer warrants the Work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. Client must report any material deficiencies in Developer's Work to Developer in writing within sixty (60) days of Client's receipt of the Work. Client's exclusive remedy for the breach of the above warranty will be the re-performance of Developer's Work within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR

PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

16. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Developer's Work, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold Developer harmless against any claims incurred by Developer arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Developer's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to Developer.

17. Independent Contractor

Client agrees that Developer is an independent contractor and not Client's employee. Although Client will provide general direction to Developer, Developer will determine, in Developer's sole discretion, the manner and ways in which Developer will create the software for Client. The work that Developer creates for Client under this Agreement will not be deemed a "work-for-hire," as that term is defined under U.S. Copyright Law. Whatever rights Developer grants Client are contained in this Agreement.

Developer has the right to perform services for others during the term of this Agreement.

18. Nonsolicitation of Developer's Employees

Client agrees not to knowingly hire or solicit Developer's employees during performance of this Agreement and for a period of 12 months after termination of this Agreement without Developer's written consent.

19. Taxes

The charges stated here do not include taxes. If Developer is required to pay any federal, state, or local sales, use, property, or value added taxes based on the Services

provided under this Agreement, the taxes shall be separately billed to Client. Developer shall not pay any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

20. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. If Client sells its business to another person or firm, such consent will not be unreasonably withheld. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

21. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Florida. The arbitration will be held in Florida. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

22. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

23. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

24. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances

beyond the delayed party's reasonable control.

25. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

26. Entire Agreement

This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties concerning the work on this project, and it supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein. Developer and Client can modify this agreement in writing, if both Client and Developer sign that modification.