

The terms contained in this Service Attachment apply to all Orders for the provision of Web Design Services by DragonTek International, Inc. (sometimes referred to as “DragonTek”, “we,” “us” or “our”) to a Client (sometimes referred to as “you” or “your”). All Orders are subject also to the terms of the Master Services Agreement (“MSA”) between DragonTek and the Client. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the MSA.

1. SERVICE DESCRIPTION

1.1. Web Design Services

Client has conceptualized a website, as described in an Order (the “Website”) and desires to hire DRAGONTEK to design such Website. DRAGONTEK shall perform such design, coding, testing and/or other services, and provide such deliverables, to implement the Website as are described in the Order (the “Services”).

The Order sets forth the scope of work covered by your Service Contract. Any deviations from the Order may impact the time and costs identified. If the scope of the project changes or if DRAGONTEK is requested to provide additional services or resources, the fees for the project will be adjusted pursuant to a Change Order issued in accordance with Section 3.3.

During the initial conceptual phase of the project, DRAGONTEK and Client will work together to create a design for the Website and fully define all functional and technical requirements of the project.

The Service Contract includes one primary design plus the opportunity for you to make a reasonable number of revisions. If you're not satisfied with the design at any point before you've signed off on it, you may opt to cancel the Service Contract in accordance with Section 4.2, but as set forth in Section 2.1, we will be entitled to retain twenty-five (25%) percent of the Design Fee to compensate us for all of the consultation and design work that we have performed until that point. Once you sign off on the design, we will start coding. Once coding has begun, only minor revisions will be accepted absent a Change Order, as we will be unable to shift the design paradigm after we've coded the foundational framework.

1.2. HTML/CSS Coding

If we are providing you with custom website design services, we will develop the website using valid HTML5 markup and CSS3 for styling. If we are providing you with website design services based on a pre-existing third-party website template, we cannot make any guarantees as to the quality or validity of the code contained therein. In either case, we will make commercially reasonable efforts to test the code thoroughly in the most current versions of Google Chrome, Mozilla Firefox, and Microsoft Internet Explorer (please note that Microsoft Internet Explorer does not offer the same standard functionality as the other named browsers, and cannot realistically be expected to leverage web technologies it does not possess, for example, media queries). Appropriate additional cross-browser compatibility considerations (legacy browsers, mobile browsers, etc.) will be addressed if provided for in the website design package you purchased (as outlined in the Order).

1.3. Website Content

1.3.1. Text Copy

We are not responsible for writing or procuring any text copy for the Website unless specified in the Order.

1.3.2. Photographs

Unless otherwise agreed in the Order, you will supply all photographs or images for the Website and will supply them in such specific digital formats as DRAGONTEK reasonably determines to be necessary for purposes of ensuring compatibility and meeting design goals. If you choose to buy stock photographs, then DRAGONTEK can suggest vendors of stock photography. If you choose to hire a professional photographer, then DRAGONTEK can suggest vendors with whom we're comfortable working. If you request that DRAGONTEK procure photographs or images, then any time we spend searching for or otherwise obtaining appropriate photographs or images will be charged for at our prevailing hourly rates.

1.3.3. Other Types of Content

Unless otherwise agreed in the Order, DRAGONTEK is not undertaking to create or supply any logos, audio/video content, or other types of content for the Website and you will be responsible for supplying all content that you wish to incorporate in the Website and for supplying it in such specific digital formats as DRAGONTEK reasonably determines to be necessary for purposes of ensuring compatibility and meeting design goals. If the inclusion of a particular type of content is not provided for in the Order and requires modification of the design or other additional work on the part of DRAGONTEK, then DRAGONTEK shall have the right to be compensated for such additional work in accordance with the terms of a Change Order.

1.4. Services Excluded

Services not specifically described in this Service Attachment or the Order are excluded from the Service Contract, but may be available as separately billed projects. The types of services that are excluded include, without limitation, the following:

- a) Domain Registration & Hosting
- b) On-going updates, support, or maintenance of the code, templates, plug-ins or other elements of the Website structure
- c) End User Support
- d) Training
- e) Obtaining or installing SSL certificates for security purposes
- f) Additions to or modifications of the Website content
- g) Backup of (i) the files containing the code and other elements of the Website itself, or (ii) any data created, accumulated or otherwise obtained by Client in the course of operating the Website, including without limitation: articles, blog posts or other information added to the Website by Client; contact information, correspondence, comments or other information obtained from Client's customers or users; or data concerning sales or other transactions conducted by Client through the Website.

2. FEES

2.1. Design Fee

The Client shall pay DRAGONTEK the fees for the Services related to the Website that are set forth in the Order. The Client shall provide a retainer deposit of fifty (50%) percent of the Design Fee to DRAGONTEK to begin the project. "Design Fee" means the total amount of fees quoted in the Order for the implementation of the Website. One half of the retainer deposit (25% of the Design Fee) shall be non-refundable and is intended to compensate DRAGONTEK for the consulting and design services provided during the initial phase of the project. The remaining half of the retainer deposit (25% of the Design Fee) shall become payable to DRAGONTEK upon Client's approval of the Website design and the commencement of the coding phase. The balance of the Design Fee (50%) shall be payable to DRAGONTEK by the Client upon completion of the Website.

2.2. Payments for Change Orders

Payment of all fees and other sums due in connection with a Change Order shall be due in accordance with the payment terms set forth in the Change Order. DRAGONTEK shall not be obligated to perform any services or provide any deliverables pursuant to a Change Order until any deposit and/or other payment(s) due prior to the commencement of work have been received.

2.3. Expenses

DRAGONTEK may incur costs for the licensing or procurement of photographs or other content requested by Client or for other expenses (including but not limited to travel, lodging, and other costs incidental to the Services) for which it shall be reimbursed by the Client. DRAGONTEK will obtain approval from the Client prior to incurring such costs. Such costs shall be invoiced to client on a monthly basis.

2.4. Ongoing Services

Fees for any ongoing services provided for in an Order, such as monitoring, updates to the Website code, template or plug-ins, or Website hosting, shall be invoiced for in advance, on a monthly, annual or other basis as set forth in the Order.

3. SERVICE TERMS

3.1. Client Requirements

Client agrees to:

- a) appoint one point-person to lead this assignment, who will be responsible for all internal Client communications.
- b) provide timely and complete feedback to work in progress, as appropriate.
- c) ensure that Client and all other project participants will meet all deadlines and commitments.

3.2. Content Approval

Client will be responsible for the final review and approval of all text content for the Website as well as all other creative assets, videos and any other material that is going to be featured on the Website.

3.3. Change Orders

If at any point during the project the Client wishes to request a revision to the design of the Website following the conclusion of the design phase, an addition or modification that is outside of the scope of services described in the Order, or any other material change in the project, then a written Change Order is required. DRAGONTEK will communicate resource, cost and timing implications to the Client and no work on change request items will be performed until final approvals are received from Client, a Change Order is signed, and any payments required by the terms of the Change Order to be paid in advance have been made. Revisions that are requested after approvals or acceptance documentation for the item in question have already been received will be considered material changes.

3.4. Website Hosting

Hosting of the Website by DRAGONTEK is not required, but is recommended because it helps to ensure compatibility and improves our ability to provide support if required. Even if an Order provides for certain types of support services, the scope of support does

not include assistance with issues caused by or related to third-party hosting providers unless specifically stated in the Order and any assistance with such issues will be billed for on a time-and-materials basis at DRAGONTEK' regular hourly rates.

3.5. Technical Support

Each Service Contract for Web Design Services includes remote access to general technical support during the warranty period set forth in Section 6.2. Each Service Contract also includes any support services that are described in the Order. With respect to the included types of support services, DRAGONTEK will use commercially reasonable efforts to respond to requests for assistance within a time period commensurate with the severity or significance of the problem or question at issue. All support requests must be instituted by contacting the HelpDesk in accordance with the procedures set forth in Section 1.4 of the MSA. Assistance with issues outside the scope of the included support services will be billed for on a time-and-materials basis at DRAGONTEK' regular hourly rates.

4. TERM & TERMINATION

4.1. Term

Work on the project shall begin upon Client's delivery of a signed copy of the Order together with a deposit in the amount of fifty (50%) of the Design Fee as set forth in Section 2.1. The work shall proceed in accordance with the schedule, if any, set forth in the Order, subject to any requirement for additional time to accommodate changes requested by Client or due to circumstances beyond DRAGONTEK' control.

4.2. Termination by Client during Design Phase

Client may terminate this Service Contract for any reason during the initial consulting and design phase (i.e. at any time prior to the time that Client has signed off on the design for the Website). In such event, DRAGONTEK shall be entitled to retain one half of the deposit (25% of the Design Fee), the other half of the deposit shall be returned to the Client, and neither party shall have any further obligation to the other under this Service Contract.

4.3. Termination by Client following Design Phase

Following the completion of the initial consulting and design phase, the Client may terminate this Service Contract for any reason, effective upon the giving of written notice to DRAGONTEK. Upon receipt of notice of termination, DRAGONTEK will provide an invoice to the Client for all costs incurred through the date of termination (including, without limitation, a portion of the remaining seventy-five (75%) percent of the Design Fee proportional to the amount of post-consulting-and-design work performed by DRAGONTEK less any credit due for the deposit (or a portion of the Design Fee determined by reference to any milestones or other payment criteria set forth in the Order), fees associated with any Change Orders, and any expenses incurred by DRAGONTEK). Such invoice shall be due and payable upon delivery. Upon payment of such invoice, DRAGONTEK shall deliver to the Client all deliverables created as a part of the Services prior to the date of termination.

4.4. Effect of Termination

Upon the termination for any reason of a Service Contract for Web Design Services the provisions of Section 4.5 of the MSA, including without limitation the provisions of Section 4.5.3 (pursuant to which DRAGONTEK shall have the right to delete Client Data following the effective date of the termination of a Service Contract) and Section 4.5.5 (pursuant to which Client is responsible for taking any action required to transfer or maintain its domain names and/or similar registrations), shall apply.

5. LIMITATIONS & RESTRICTIONS

5.1. Copyright

The Client shall be the owner of all copyright rights in the code and other aspects of the Website created by DRAGONTEK as part of the Services and the Website shall be deemed a Work Made For Hire in accordance with the Copyright Act, as amended from time to time.

5.2. Outside Resources

DRAGONTEK may choose to hire outside resources as necessary for elements of this assignment, but shall retain overall control and responsibility for all deliverables. In situations where DRAGONTEK may be asked to work with other agencies or outside resources not of its own choosing, DRAGONTEK will in good faith work with those resources but cannot be responsible for the performance and deliverables of those outside resources, which may ultimately negatively affect quality, scheduling and costs.

5.3. Third-Party Content

If Client requests that DRAGONTEK create a Website based on an existing third-party template, that DRAGONTEK procure any written materials, photographs, audio/visual materials, graphics, logos or other content from third parties, or that DRAGONTEK otherwise incorporate any third-party elements in the Website, then such items shall be treated as Third-Party Products and Services within the meaning of the MSA.

5.4. Accessibility Standards

Any references to compliance with accessibility standards such as the ADA (Americans with Disabilities Act) or WCAG (Web Content Accessibility Guidelines) shall be interpreted to mean that the Website will be implemented by DRAGONTEK in accordance with then-current web design industry best practices and/or any instructions provided by Client in this regard, and not as an undertaking by DRAGONTEK to provide Client with any legal or compliance advice.

5.5. Browser Support

DRAGONTEK will, as indicated above, make commercially reasonable efforts to ensure that the Website is compatible with current versions of the most-commonly used browsers and devices. Client acknowledges that there are differences in interfaces and technology and that DRAGONTEK cannot guarantee that there will not be variations in the user experience between various browsers or devices. DRAGONTEK does not represent or warrant that the Website will be compatible with new or updated browsers or devices.

5.6. Content Provided by Client

With respect to Service Contracts for Web Design Services, Section 7.4 of the MSA (pursuant to which Client represents and warrants that it has properly licensed or otherwise has the right to use any software or other technology furnished to DRAGONTEK in connection with the Services) shall be deemed to encompass and apply to all written materials, photographs, audio/visual materials, graphics, logos and/or other content provided to DRAGONTEK by the Client for use in connection with the Website.

5.7. Website Files

We will give you a copy of all files constituting the Website and you are responsible for storing them safely. DRAGONTEK shall not be obligated to maintain copies of the files or to provide any native source files that we used in making them.

5.8. Alterations by Persons other than DRAGONTEK

If the code, content or other aspects of the Website are edited by you or a contracted programmer, DRAGONTEK shall have no warranty, support or other obligations with respect to the altered aspects of the Website or any issues or claims arising from such alterations.

5.9. Marketing

We reserve the right to display a copy of and/or link to your completed Website as part of our portfolio and to write or speak about the project on websites, in magazine articles, in books and in other media or publications about web design. We also reserve the right to link back to our website from the completed design, however any link incorporated in the Website will be discreet and in accordance with customary industry practices.

5.10. Backups

The Client is solely responsible for backing up all data and information associated with the Website and its operation, including without limitation the types of data and information described in paragraph 1.4(g).

6. WARRANTY

6.1. Intellectual Property Warranty

DRAGONTEK warrants and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services.

6.2. Warranty

DRAGONTEK warrants that the Services will be performed in a professional and workmanlike manner and in accordance with any specifications set forth in the Order. The Services will be deemed to have been accepted by the Client and to be conforming unless Client notifies DRAGONTEK in writing within fifteen (15) days following completion of the Website that the Services do not conform to this warranty. If timely notice of a defect is given, then DRAGONTEK will, as set forth in Section 10.2 of the MSA, either correct the defect within a reasonable time or, if it is not possible to do so, refund any fees in excess of the fees for the initial consulting and design phase of the project (i.e. 25% of the Design Fee) that were paid by the Client (or, if the defect affects only a discrete portion of the project, then a proportional part of such fees).

THE FOREGOING WARRANTY IS SUBJECT TO ALL OF THE LIMITATIONS, DISCLAIMERS AND OTHER RESTRICTIONS CONTAINED IN THE MSA, INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN SECTIONS 10.2 AND 10.3 OF THE MSA.

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