

STANDARD TERMS AND CONDITIONS:

These Terms and Conditions represent the cornerstone of our relationship. Both your responsibilities and ours are set forth in some detail in the following pages, but behind all this detail is a very simple structure: you provide the content and your commercial objectives; we design and develop your project, coupling your content with our expertise to help you achieve those objectives. How well we both fulfill these obligations to each other will determine our shared success.

I Need Websites is a registered alias of I Need, Inc., an Illinois corporation located at 239 Leith Way, Cary, IL 60013. We provide Internet Marketing Consulting services, Content Management Services, Project Management Services, Custom Application Development services, Design services, E-commerce services, Hosted Application Services and provide temporary Website Hosting services during the production of new web sites.

Our Custom Application Development and Design services are offered on a "Work for Hire" basis, meaning that we maintain no ownership or license relationship to the applications or services we produce for our clients. We estimate and invoice Custom Application Development and Design Services on a Project basis, as defined herein, where the scope and deliverable elements are defined and agreed to for a set price or within a defined price range.

Our Internet Marketing Consulting services, Content Management Services, Project Management Services, Custom Application Development services, Design services, E-commerce services are offered on an Hourly basis, meaning that we invoice for our time either according to a fixed or preset allocation of hours or on an time and materials tracking basis.

Our Hosting and Hosted Application Services are provided on a pre-paid interval licensing basis through which access to the applications or web service is pre-paid for the term specified in the Project Estimate.

The Terms and Conditions as set forth herein are made a part of all Proposals to be signed by you prior to the start of any Project. For the purposes of these Terms and Conditions, I Need Websites is referred to as "Developer", you are referred to as "Client" and our project agreement is referred to as "Project".

Work For Hire Services:

Developer shall develop the Project for Client, in accordance with specifications approved by Client and described in a formal, signed proposal, (collectively, the "Project"). Developer shall notify Client via email when the Project is completed or available for Client review and approval. If training is offered as part of the Project, Client agrees to work with Developer to schedule training with Developer within 10 days of receiving project completion or approval notification. Client agrees to review the Project and to provide Developer with any requested edits or modification to the Project in writing (and with detail sufficient to reasonably enable Developer to render the Project acceptable) within 15 days of the date of notification. Client's failure to provide requested changes in the time and manner specified shall constitute Client's acceptance of the Project.

Requests for services beyond the scope of the Project or following acceptance of the Project will be considered a request for a new Project to be estimated and agreed to in writing between Developer and Client. Unless otherwise agreed to in writing by Developer and Client, no new Project will be started without first receiving payment in full of any outstanding invoices and payment in full of any work completed on any and all active projects between Developer and Client. Any functional defect in the programming of the Project that can be reasonably determined to have existed but remained unknown prior to acceptance of the Project (a "bug") will be investigated, and if possible, corrected by Developer at no additional charge to Client, provided Client has not altered the source coding of the Project or the hosting environment within which

the Project was originally developed and that the "bug" is documented in writing and presented to Developer within 30 days of acceptance of the Project.

If the estimated cost to develop the Project is greater than \$1,200.00, Client shall be invoiced a 50% deposit prior to the start of work. Upon acceptance of the Project, the remaining 50% of the Project estimate, plus any accrued Web Site Hosting, Image license, domain name registration fees or other fees paid for by Developer agreed to and on behalf of the Client during the development process will be due. Revisions to the Project may be made by the Client through the use of an access code ("Access Code"). If the estimated cost to develop the Project is below \$1,200, the Client shall be invoiced on completion of Project and the Access Code shall be provided to Client upon receipt of full payment.

Unless otherwise agreed to in writing between the parties, the parties agree that Developer shall not release the assets or provide the Access Code to the Client until payment for the entire Project is received. In the event Developer agrees to release the Access Code prior to receipt of full payment for the Project, the parties agree that such release of the Access Code to Client prior to receipt of full payment of the Project is not an admission of Developer that payment has been received in full for such Project and Developer does not waive any rights provided under the terms of the Project or these Terms and Conditions.

In the even Client is unable or unwilling to provide content (text, files) for Project or participate in review and approval of the Project for any reason that causes Developer to halt work for a period of three weeks or more, Client will be invoiced for any and all work completed at the time work was halted, and no additional work will proceed until payment is received.

Developer reserves the right to remove the Project from the internet, or prohibit access to the Project in the event that the Client does not timely remit payment to Developer.

If hosting services are provided during the development process, Developer and Client will cooperate to ensure the orderly transfer of the Project to a location designated by Client. Any changes in the format or substance of the Project required to effect the transfer will be billed to Client at the Developer's then current rates and terms.

Developer disclaims any ownership of or claim to content provided by Client for incorporation in the Project and hereby assigns to Client all right, title, and interest (including all copyrights throughout the world) in the Project contingent upon Client's fulfillment of its obligations herein and excepting only Developer's pre-existing design templates, common elements, and applications, to which Client is hereby granted a perpetual, non-exclusive, paid-up, limited license as incorporated in the Project. The final Project shall include an attribution to Developer ("Project design by I Need Websites") that shall serve as link to Developer's Project. At the Developer's sole discretion, Developer may require Client to remove the attribution and link from Client's Project and / or web site.

Developer will use commercially reasonable efforts to resolve all defects regarding content and functionality of the Project.

Consulting and Support Services.

Developer reserves the right to charge Client fees, at its hourly rate of \$150, billable in 15-minute increments, for any consulting, management or support efforts which Developer, in the good faith exercise of its reasonable judgment, deems to be required as a result of the inferior quality or incompatible format of content provided by Client, or in response to a direct Client request. Client shall be advised of such charges before any such work is undertaken.

Client represents and warrants that the text, images, and all other content provided by the Client for incorporation into the Project will not infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and Client shall indemnify and hold Developer harmless from and against any loss, cost, liability or expense (including, but not limited to, reasonable attorneys' fees) arising out of any breach or claimed breach of this warranty.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE IS NO REPRESENTATION OR WARRANTY, WHETHER WRITTEN, EXPRESS OR STATUTORY, INCLUDING WARRANTIES AS TO DESIGN, CONDITION, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL DEVELOPER BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM BREACH OF WARRANTY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY WITH RESPECT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, INJURY TO PERSON OR PROPERTY, LOSS OF GOODWILL, PROFITS OR REVENUE, COST OF CAPITAL, COST OF ANY SUBSTITUTE FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF ANY PARTY DEALING WITH CLIENT FOR SUCH DAMAGES, EVEN IF DEVELOPER OR ANY AUTHORIZED AGENT OF DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event payment is not received when due, interest shall be due Developer at the rate of one and one half percent (1 1/2%) on the unpaid portion of the invoice sum for each period of thirty (30) days or part thereof from the due date. Client agrees to pay all of Developer's costs of collection of any past due amounts including, but not by way of limitation, any and all of Developer's attorneys' fees, court costs, travel and witness fees; and other reasonable costs and expenses

Developer's liability to the client for damages, if any, arising out of this agreement shall be limited to direct damages and shall not exceed the amount of fees paid by client under this agreement. Developer shall have no liability whatsoever for special or consequential damages (including lost profits) of client or any third party, even if Developer has been advised of the possibility of such possible damages.

APPROVAL:

Authorized Signature

Date