6039 W. Interstate 20 - Arlington, Texas 76017 - (877) 337-7037 Fax (877) 337-0726

Pre-Developed Website Design Agreement

Description: Pre-Developed Website Design Package to Include the Following:

- Exclusive design rights for a 50 mile radius
- Seven Pages (Topics) of content ($150 per additional page)
- Your own domain name registered for 2 years (Ex: *www.YourName.com*), or transfer of your existing domain
- Hosting for one year ($540/year thereafter)
- Free e-mail accounts
- Online Statistics
- Dentists4kids.com's Enhanced Dental Topics
- Placement of Printable New Patient Forms
- Free Monthly edits to photos or written content
- Search Engine Optimization
- Premium Listing on the Dentists4kids.com directory for 1 year ($240/year thereafter)

Total for Website, Hosting, & Marketing as Described Above **$1,995.00**

Terms - Dentists4kids.com Agrees to establish a Pre-Developed Website Design as specified above for the amount of $1,995.00. Full payment is due at the time of sign-up. Dentists4kids.com's pre-developed website designs are the sole property of Dentists4kids.com and cannot be transferred. Dentists4kids.com agrees to prohibit any other dentist within a 50 mile radius from using the same website design provided to Customer. Customer can expect a website completion date within 10 business days after Dentists4kids.com receives Customer's content.

Material supplied by Customer: Customer hereby warrants, represents, covenants and agrees that Customer has the full right, power and authority to enter this Agreement; the rights to any material provided to Dentists4kids.com, including text, graphics, logo, all of the titles, lyrics and music of any, each and every part thereof, delivered for use in Customer's Website or pages are owned by Customer; no material shall, either in whole or in part be an imitation or copy of, or infringe upon any common law or statutory rights of any party including, without limitation, contractual rights, copy rights, and rights of privacy.

Indemnity: Customer agrees to indemnify, save and hold Dentists4kids.com, its officers, agents, employees, successors and assigns, harmless from any and all liability, claims, demands, losses and damages (including attorney fees and court costs) arising out of or in any way connected with any claim or action by a third party arising from any information, designs, logos, drawings, or other material and data supplied or furnished to Dentists4kids.com and used by Dentists4kids.com in the products and services provided Customer hereunder. Dentists4kids.com is not responsible for links that are placed on Customer's website which link to other sites. It is the Customer's responsibility to routinely check links and let Dentists4kids.com know if revisions are needed.

Additional Pages and/or Changes to Website Design: If Customer requests more pages than that which was originally proposed, they will be billed for any additional pages. If Customer requests changes to the design or page choices of Customer's Website after design work has begun, additional charges may incur.

Hosting: The following services are included in the Customer's hosting plan: free e-mail accounts, online website statistics, basic text and photo changes to Customer's website (not including changes to forms, buttons, headings or other design graphic changes). If Customer requests a change in their domain name, the initial domain registration cost cannot be refunded.

Claims – Limited Liability: All claims for alleged defects in Dentists4kids.com's performance under this agreement shall be deemed waived unless made in writing within three (3) days after receipt of the goods or services. Liability for performance & maintenance of website shall be limited to a refund of the monthly charge prorated over the period for which the service was not provided. Except as described herein, Dentists4kids.com makes no other warranties, express or implied, respecting the goods or services and expressly excludes any implied warranties of merchantability and fitness for a particular purpose.

Permission to Use Material for Marketing: Customer agrees to allow Dentists4kids.com to use their name or website design in marketing material, either print or Internet.

Customer _____ _____

Name State Zip

_____ _____

Customer Signature Date