

## **Trevi Soft, Inc.**

### **Web Site Design Agreement**

**IMPORTANT INSTRUCTIONS -- READ CAREFULLY:** Please carefully read the following instructions and Terms of Service. The Terms of Service for web site design and development by Trevi Soft, Inc. (these "Terms of Service") is a legal agreement between you (either an individual or an entity hereinafter referred to as Client) and Trevi Soft, Inc. (hereinafter referred to as "Trevi Soft" or "Trevi Soft Web Design" "our", "us" or "we") the suppliers and licensors (collectively "Trevi Soft") for web site design (the "Software"). By clicking on the "Accept" button or otherwise using or accepting the Software, and/or Services, you agree to be bound by the terms of these Terms of Service. **IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT CLICK ON THE "ACCEPT" BUTTON AND DO NOT USE THE SOFTWARE, SITE OR SERVICES. YOU AGREE THAT YOUR USE OF THE SOFTWARE, SITE AND/OR SERVICES ACKNOWLEDGES THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTAND THEM, AND AGREE TO BE BOUND.**

Trevi Soft online Pricing Page located at [http://www.Treviweb.com/services\\_pricing.html](http://www.Treviweb.com/services_pricing.html) (hereinafter referred to as Appendix A) and SEO Agreement located at <http://www.Treviweb.com/seoagreement.html> (hereinafter referred to as Appendix B, only if Search Engine Optimization (SEO) Services SEO service is requested.

(A) Client is consenting to Trevi Soft Terms and Conditions electronically. "Terms & Conditions" means this agreement (including the service & price details contained on Trevi Web website also known as Appendix A), SEO Agreement also known as Appendix B, notices of change in terms relating to this agreement, new account agreements, account notifications, and any disclosures required now or in the future by applicable regulation.

(B) In Lieu of this Electronic "Terms & Conditions", Client has the right to request a paper copy of these Terms & Conditions prior signing up. In the event that Client prefers a paper copy, he/she shall make request to one of Trevi sales representative or call Trevi at 312-324-0203 and Trevi will send Client a paper copy via mail or fax.

(C) Client has the right to decline this agreement and not receive it electronically. If Client wishes to make that choice, Client shall not select "I agree" or Process Order and shall not make any payments. Client shall contact Trevi sales representative instead at 1-312-324-0203. In the event that Client declines this agreement electronically, Client's order will not be processed until Trevi receives signed agreement in paper form.

(D) By selecting "I agree" or logging on, Client is confirming that Client can access and read all of this agreement in its entirety and consents to use of provided by Trevi electronic method of contract acceptance under the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN).

(E) Client may use the "Contact Us" feature to update information needed to contact Client electronically. Client should print a copy of this agreement and retain it for future references.

For Client convenience, "Terms & Conditions" consists of the following parts:

1. **Authorization. Client** is engaging **Trevi Soft**, as an independent contractor for the specific purpose of designing a World Wide Web site (hereinafter referred to as "**Web Site Design** ") to be published on the Client's account on an Internet Service Provider(ISP)/Web Presence. Provider(WPP) computer, hereinafter refer to as "**Hosting Service**", or provided on diskette at the Client's option. The Client hereby authorizes Trevi Soft to access this account, and authorizes the Hosting Service to provide Trevi Soft and its employees, with "full access" to the Client's account, and any other programs required for this Web Design Project that are included as part of the Client's service agreement/level.

2. **Development.** This Web Design Project will be developed utilizing the latest versions of ASP.Net, PHP, Macromedia ® Dreamweaver ® and or Macromedia ® Flash. Trevi has the right to select and appropriate software supporting development of this Web Design Project.

**Browser Compatibility** – It is understood and agreed by both parties that designing a web site capable to fully function under multiple browsers (and browser versions & resolutions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. Trevi Soft represents and warrants that the web site Trevi shall design for Client will function and will be fully operational with the following web browsers:

Microsoft® Internet Explorer versions 6 and up

FireFox 2.0 and up

**Accessibility for People with Disabilities** – Trevi Soft design principle is to meet currently recommended guidelines for web site development. Without sacrificing quality and design, Trevi shall attempt to ensure that the content and functions of Client's web site are available to all visitors.

3. **Assignment of Web Design Project.** Trevi Soft reserves the right, and Client hereby agrees, to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion and deployment.

4. **Copyrights and Trademarks.** The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Trevi Soft for inclusion in the Web Design Project are owned by the Client, or that the Client has permission from the rightful owner to use each of said elements, and will hold harmless, protect, indemnify and defend Trevi Soft , its employees and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client to Trevi Soft, Inc.. The client undertakes the entire liability for the content on the website.

5. **Web Site Maintenance.** This agreement allows for minor web site maintenance to pages over a 30 days period as specified in the Appendix A, including updating links and making minor changes to a sentence or paragraph. It does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, navigation structure changes, attempted updates by Client repairs or Web Design Projects delivered to Client via diskette. The period of 30 days begins on the date the Client's web design site is available to be published to Client's hosting service or 30 days from the date this agreement was signed, which ever comes first. In the event that Client's web design package includes database access using Active Server Pages (ASP), then very minor page code changes will be accepted under this web site maintenance plan, major page code and/or database structural changes will be charged at then hourly rates.

## **6. Restrictions.**

a) CLIENT MAY NOT: (i) prepare derivative works based on the Software; (ii) reproduce the Software except as specifically provided in this Agreement; (iii) sell, assign, transfer, license, sublicense, publish, disclose, display, or otherwise make available the Software or copies thereof in any form whatsoever to any third parties or use the Software for any third party's data processing, computing, or other needs; (iv) modify, translate, reverse engineer, decompile, or disassemble, the Software, subject to applicable law to the contrary; or (v) remove any proprietary notices, labels, or other identifying marks on the Software. These Terms of Service shall not be interpreted as granting to CLIENT any license or right not expressly granted herein. This license is not for sale. ALL RIGHTS TO THE Software NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY TREVI SOFT, INC. OR ITS SUPPLIERS.

b) Client agrees that client shall only use the Software, Site and Services in a manner that complies with all applicable laws in the jurisdictions in which client uses the Site and Services, including, but not limited to, applicable restrictions concerning privacy, copyright and other intellectual property rights.

c) Client may not use the Software, Site or Services to send unsolicited, promotional mass electronic email messages or notifications to one or more recipients or systems (known as "spamming"). Any promotional electronic messages, which are sent in an unsolicited manner to ten (10) or more recipients, or any series of unsolicited promotional electronic messages to single user, will be considered as spamming.

d) Client may not use the Software, Site or Services to upload, post, email, otherwise transmit, or post links to: (i) any unsolicited or unauthorized advertising or promotional materials; or (ii) content which is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.

**7. Completion Date.** Trevi Soft and the Client must work together to complete the Web Design Project in a timely manner. Trevi Soft agrees to work expeditiously to complete the Web Design as specified in the Appendix A after Client has submitted all necessary contents. The Client is expected to supply Trevi Soft with complete text and graphics content in an easy electronic format for this Web Design as soon as possible for Trevi Soft to finish the website on time. The Client is responsible to provide entire content in a timely manner and understands that Trevi Soft will not be responsible if the Web Design remains largely unfinished or is delayed, due to Client's own inaction. The delays can also occur if any milestone that requires Client action, such as approving design mockups or web design changes is not acknowledged on time. This is a bilateral contract whereas, in the event that the project is delayed, beyond the time specified in Appendix A due to Client's inaction, such as delay in sending initial or ongoing instructions & contents, Trevi Soft may not complete work within originally specified constraints and in accordance with Client's new deadlines. An additional charge at rates specified in the Appendix A maybe applicable. Client also understands that the turn around time specified in Appendix A commences only after final instructions and contents are given. Any additional service options if opted will add to the turn around time mentioned as follows, Database Driven Feedback Form: 3 Business Days; Logo Designing: 3 Business Days; Standard Brochure Designing: 5 Business Days; Visiting Card Design: 2 Business Days; Blogs:3 Business Days; Message Board/Forum: 3 Business Days; Secure Login: 7 Business Days; Members Login: 7 Business Days; Site Search:

2 Business Days; Manageable Photo Gallery: 3 Business Days; Paypal Integration: 4 Business Days; Ad Banners: 2 Business Day; Flash Intro: 5 Business Days.

**8. Design Delivery.** The final web site design project will be published to the Client's hosting service upon receipt of full final payment or delivered via diskette upon the receipt of full final payment. The Client understands that if Client does not choose the hosting service provided by Trevi Soft, the Client agrees to select a hosting service which allows Trevi Soft full access to the Client's account via FrontPage® or FTP. The Client will be solely responsible for any and all hosting service charges in that case. Configuring feedback forms on sites not hosted by Trevi Soft requires additional scripting efforts and would be charged at hourly rate as specified in the Appendix A. Client acknowledges that unless otherwise specified in writing by Trevi Soft, add-ons services will require MySQL Database Hosting on Linux Operating System.

**Publishing:** 1) Trevi Soft will Publish/Host the site on its servers if client chooses Trevi Soft to provide Hosting Service. 2) Trevi Soft will Publish/Host the site on any servers if client does not choose Trevi Soft to provide Hosting Service only if it has the full access to the Client's account via FTP and SSH.

**Delivery in CD Format:** In the event that Client desires delivery of web side design in CD format then Client assumes all responsibility for the use and functionality of the Web Design.

**9. Electronic Commerce Laws.** The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design project or any other services contemplated herein, and will hold harmless, protect, and defend Trevi Soft, its employees and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

#### **10. Web Design Title and Copyright**

Title, ownership, rights, and intellectual property rights in and to the Software, Site and Services shall remain in Trevi Soft, Inc. Software and/or its suppliers. The Software, Site and Services are protected by the copyright laws of the United States of America and other countries, and by international copyright treaties. Title, ownership rights and intellectual property rights in and to the content accessed through the Services shall be retained by the applicable content owner and may be protected by applicable privacy, copyright or other laws.

The Client will be assigned rights to use the Web Design as a web site perpetually, once final payment under this agreement and any additional charges incurred as per the Appendix A have been paid. Rights to photos, graphics, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. Trevi Soft and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

#### **11. Indemnification**

Client agrees to hold harmless, indemnify and defend Trevi Soft, its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claims that Client may have from: (i) use of the Software, Site or Services in violation of another party's rights or in violation of any law, or (ii) violated any terms of these Terms of Service.

**12. Payments.** Payments must be made promptly based on the terms of this Web Site Design project as specified in the Appendix A. Trevi Soft reserves the right to remove any Web Design from viewing on the Internet until final payment is made. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by Trevi through exercise of that process. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into in the state of Illinois, United States and any dispute will be litigated or arbitrated in the state of Illinois, United States, and the Client hereby consents to the personal jurisdiction of the state of Illinois Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. Adding of Meta Tags (Description and Keywords) and the submission of the Web Design Project to Web search engines and updating should occur only after the full final payment is made. All payments shall be made in U.S. Dollars.

**13. Payment Schedule.** Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and Appendix A, attached hereto and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and Trevi Soft agree that the services described in this contract, and Appendix A, shall be completed at a cost specified in the Appendix A. The Client agrees to pay to Trevi Soft an initial, non-refundable deposit upon execution of this agreement. Final payment is due prior to publication and/or delivery of the Web Site Design or three months from the date of this contract, whichever is earlier regardless of whether the project is completed or not (Refer Clause 6). In the event that Client fails to pay final payment on a day of web design completion, in such a case the client also agrees to pay interest of 1.5% per Month or the highest the law allows on the new outstanding balance. All amounts must be in U.S. Dollars.

**14. Designing Layout.** Once the Advance payments are received, Trevi Soft would make a Layout exactly in accordance with Clients requirements and will make reasonable changes until the client is satisfied. Once a layout is approved, and the Client needs to change it, additional cost may be applicable on hourly bases at the rate quoted in the Appendix A. Any additional work including but not limited to flash animation will be charged at an hourly fee as specified in the Appendix A. Full flash sites are not included in the contract and would be charged additional fee based on animation length and complexity. Music integration in the website will cost additional fifty to one hundred fifty US Dollars per record (length and complexity dependant); integration of Video will cost fifty to two hundred US Dollars per Video (length and complexity dependant). A page shall be defined by maximum of 300 words and prorated there after depending upon the applicable cost per page. There will be a maximum of five pictures in a page & ten outside links per page. Anything extra will be charged at five US Dollars per picture and five US dollars per link. Internal navigation page links will be limited to the package selected, for instance a five page website will have a maximum of five internal navigational links, Additional navigational links without content will be charged thirty US Dollars per link. Trevi Soft reserves the right to place "Web Design by Trevi Soft, Inc." statement with up to three links to TreviSoft.net and/or TreviWeb.com, that shall appear on all pages in the footer of all websites designed or powered by Trevi Soft. In the event that Client requests to remove said link, a two hundred dollars surcharge shall be payable in addition to the overall development cost of Web Design Project. Removing the link without prior approval of Trevi Soft shall be considered as breach of this contract by Client.

**15. Defamation.** Client specifically agrees not to engage in negative comments or slander regarding Trevi Soft, including but not limited to publishing, or causing to be published, complaints or derogatory comments regarding

Trevi Soft in any format, including but not limited to, print, newspaper, television, radio or on internet complaint sites, blogs or other public internet forums. Should there be a breach of this condition Trevi Soft will be entitled to liquidated damages in the amount of Fifty Thousand US Dollars for each publishing or posting or comments. If said breach occurs on an internet complaint site each hit to that website will be considered an individual breach of this condition, and subject to additional liquidated damages of One Hundred US dollars per occurrence. Further, Trevi Soft shall be entitled to litigate this matter and obtain the money damages together with injunctive relief. The prevailing party to that litigation shall be entitled to an award of attorney's fees. The client agrees that such a litigation will take place in the State of Illinois Courts and client consents to the personal jurisdiction of the State of Illinois Courts. Furthermore, the Client waives any right to or claim of sovereign immunity.

**16. Limitation of liability.** To the maximum extent permitted by applicable law and notwithstanding anything to the contrary contained in this contract, neither Trevi Soft nor any of its employees or agents, warrant that the functions contained in the Web Design Software will be uninterrupted or error-free and therefore cannot be liable for any damages consequential, incidental, indirect, special, punitive or other damages whatsoever for damages for loss of business profits, business interruption, computer failure, loss of business information, or other pecuniary loss arising out of these terms of service or the use of or inability to use the software, site or services, even if Trevi Soft has been advised of the possibility of such damages. The entire risk as to the quality and performance of the Web Design Software is with the Client. In no event will Trevi Soft or its employees will be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Software, failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, Client's and/or Client's site visitor's computer or internet software, even if Trevi Soft has been advised of the possibility of such damages. Client's sole and exclusive remedy for any damages for any dispute with Trevi Soft, software, site or services shall be cancellation of the services. In the event court awards direct damages despite foregoing, such damages shall not exceed the lesser of \$10.00.

**17. This Agreement.** This legal agreement, the Appendix A and Appendix B constitutes the sole agreement between Trevi Soft and the Client regarding this Web Design. Once signed, this contract can only be cancelled at the sole discretion of Trevi Soft. Any additional work not specified in this agreement or any other amendment or modification to this agreement must be authorized by a written request signed or agreed via email by both Client and Trevi Soft. All prices specified in this contract & Appendix A will be honored for 3 months after both parties agree to the contract. Continued services after that time will require a new agreement.

The undersigned hereby agrees to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

**18. Governing Law; Jurisdiction.** These Terms of Service are governed by the laws of the state of Illinois, excluding its choice of law provisions. Client agrees to bring and defend any actions related to these Terms of Service exclusively in the state of federal courts located in the state of Illinois, USA. These Terms of Service will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

**19. Injunctive Relief.** To the extent that Client breached or indicated Client's intention to breach these Terms of Service in any manner which violates or may violate Trevi Soft intellectual property rights, or may cause continuing or irreparable harm to Trevi Soft (including, but not

limited to, any breach that may impact Trevi Soft intellectual property rights, or a breach by reverse engineering), Trevi Soft may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction.

**20. Entire Agreement.** These Terms of Service shall constitute the entire and exclusive agreement between the parties, notwithstanding any other written instrument submitted by Client, whether formally rejected by Trevi Soft or not. The terms and conditions contained in these Terms of Service may not be modified by Client except in writing duly signed by Client and an authorized representative of Trevi Soft. If any provision of these Terms of Service is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof.

### Appendix A

Appendix A to this Agreement contains pricing information for services to be delivered in connection with web site development as defined herein. Trevi Soft online Pricing Page located at [http://www.Treviweb.com/services\\_pricing.html](http://www.Treviweb.com/services_pricing.html) and SEO Agreement located at <http://www.Treviweb.com/seoagreement.html> referred to as Appendix B. It is understood and agreed by both parties that Appendix B is valid only if Search Engine Optimization (SEO) Services SEO service is requested by Client.

**Web sites developed based on prototype modules package.** This type of developed by Trevi web sites shall contain up to 5 Search Engine friendly pages including home page and 4 sub-pages.

Number		Price, \$
Design	Design prototype number 18418	0
Flash Animation		-
<b>Modules</b>		
Structure and content		399
<b>Optional</b>		
<b>Domain name</b>		
not selected		-
<b>Additional service</b>		
Web site optimization analysis / consultation		-
Presentation development		-
Banners		-
Optimization Analysis		-
Identity		-
<b>Fully Prepaid - 10%: Discount</b>		<b>\$359</b>
<b>Two Payments - 50% Prepaid</b>		<b>\$399</b>

**Exclusive Web Site developed package.** This type of developed by Trevi web sites shall contain up to 35 Search Engine friendly pages including home page and 34 sub-pages.

Number		Price, \$
Design	Exclusive	1899
Flash Animation		-
<b>Modules</b>		
- CMS (NC, included in price)		0
<b>Optional</b>		
<b>Domain name</b>		
not selected		-
<b>Additional service</b>		
Web site optimization analysis / consultation		-
Presentation development		-
Banners		-
Optimization Analysis		-
Identity		-
<b>Fully Prepaid - 10%: Discount</b>		<b>\$1709</b>
<b>Two Payments - 50% Prepaid</b>		<b>\$1899</b>

### Hosting Requirements:

- Ø Operating System: Linux (Debian, Redhat, CentOS), FreeBSD
- Ø Note: developed by Trevi web site are designed to perform with other operating systems, but will not be tested in other operating environments unless specifically requested by Client.
- Ø Web Server – Apache
- Ø Data Base – MySQL (version 5.0 or above)
- Ø PHP - version 5.2.0 or above, with the following modules installed:
  - § Php5-cgi
  - § Php5-curl
  - § Php5-gd
  - § Zend optimizer
  - § Php5-mysgl
  - § Php5-tidy
- Ø Open port 80
- Ø FTP access
- Ø SSH access

## Appendix B



**Note:** This Appendix B is valid for those Clients who have chosen to contract SEO services from Trevi.

1. **Search Engine Optimization Services (SEO).** Trevi agrees to provide Client with SEO Services as described in this Agreement. Trevi is authorized to use the specific keywords and/or phrases set forth in the Appendix A for development and improving the ranking of, and/or positioning the contents of the Client's URL(s) (as set forth in the AppendixA) in search engines and/or directories. SEO Services are intended to provide the Client with preferential positioning in selected search engines and report results on an ongoing and timely basis. SEO Services include:
  - a. Research keywords and phrases to select appropriate, relevant search terms. The number of keywords shall be submitted electronically via e-mail.
  - b. Submit Client's pages to search engines and directories as set forth in the Appendix A or this Agreement.
  - c. Create positioning reports showing rankings in the major search engines and under which keywords.
  
2. **Fees.** Client agrees to pay Trevi the fee(s) as stated in Appendix A. The fee(s) must be received by Trevi prior to the start of any SEO Services.
  
3. **Client Responsibilities.** For the purposes of providing these services, Client agrees to:
  - a. Provide Trevi with FTP access to its web sites for uploading new pages, and making changes for the purpose of SEO Services optimization or approval to go through a third party.
  - b. Authorize Trevi use of all Customer's logos, trademarks, Web site images, etc., for use in creating informational pages and any other uses as deemed necessary by Trevi for search engine positioning and optimization.
  - c. That if Client's web site(s) is light in textual content, Client will provide additional relevant text content in electronic format for the purpose of creating additional web pages. Client agrees to provide content, for example 200 to 500 word "articles" about each of their keyword phrases.
  
4. **Search Engines.** Selected search engine submissions include:

AOL

Alta Vista

About

Google

All The Web

Excite

Hot Bot  
Looksmart  
MSN  
Lycos  
Yahoo [web pages only]  
Netscape

*\* Top Major SE and SE names may change without notice*

5. **Customer Acknowledgements.** Customer understands and agrees that:
- a. Trevi has no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Client's web site(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity. Trevi will resubmit those pages that have been dropped from the index.
  - b. Some search engines and directories may take as long as two (2) to four (4) months, and in some cases longer, after submission to list Client's web site(s).
  - c. Occasionally, search engines and directories will stop accepting submissions for an indefinite period of time.
  - d. Occasionally, search engines and directories will drop listings for no apparent or predictable reason. Often listing will "reappear" without any additional submissions. Should the listing not reappear, Trevi will re-submit the web site(s) based on the current policies of the search engine or directory in question.
  - e. Some search engines and directories offer expedited listing services for a fee. Trevi encourages Client to take advantage of these expedited services. Client is responsible for all expedited service fees unless otherwise noted in the Appendix A.
6. **Web Site Changes.** Trevi is not responsible for changes made to Client's web site(s) by other parties that adversely affect the search engine or directory rankings of Client's web site(s).
7. **Additional Services.** Additional services not listed herein or in Appendix A will be provided for up to \$150.00 per hour. Trevi is not responsible for Client's overwriting SEO Services work to Client's web site(s). Client will be charged an additional fee for re-constructing meta-tags, keywords, content, etc based on the hourly rate of up to \$150.00 per hour.
8. **Disclaimer of Warranties.** Trevi DOES NOT WARRANT THAT THE SEO SERVICES WILL MEET THE CLIENT'S EXPECTATIONS OR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE IS WITH CLIENT. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, COMPANY PROVIDES ITS SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (B) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO,

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CONTENT, AND EACH PARTY'S COMPUTING AND DISTRIBUTION SYSTEM. IF ANY PROVISION OF THIS AGREEMENT SHALL BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

9. **Limited Liability.** IN NO EVENT SHALL TREVI BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THERE SHALL BE NO REFUNDS. COMPANY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

**Relationship of Parties.** Trevi, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Client does not undertake by this Agreement, the Appendix A or otherwise to perform any obligation of Trevi, whether by regulation or contract. In no way is Trevi to be construed as the agent or to be acting as the agent of Client in any respect, any other provisions of this Agreement notwithstanding.

**AGREED TO:**

**By Client (Electronically Consent – IP, Time and Date is Logged) – No Signature Needed**

Duly Authorized

**Trevi Soft, Inc.**

**- No Signature Required, Valid only After Receipt of Advance Payment**