



## Santa Fe Advisory Services- Service Agreement

**Development Timeline:** We estimate upon approval of creation that we will have initial design concepts approved within 1-2 weeks that the website can be in beta form for you to see working in 3 weeks while being fully completed from our side and ready to go live in 4-8 weeks depending on the design package you chose. Although we will do our best to adhere to the agreed timeline, we cannot be held responsible for any delays caused by the client. Due immediately is all logo artwork and template photos, due within 45 days is all text or any other content to be added to the website. Any website content not delivered by 30 days will be excluded from the website to ensure a timely launch at 60 days.

**Client Support:** We build your Web site from the ground up to make managing your own website easy. Most text edits and image changes can be made with our intuitive point-click interface and any other changes can be done with the included modules. We have phone and email tech support to help you with anything that can be answered over the phone or written in an email. Our offices hours are 8:30 am to 5:00 pm Monday through Friday or for emergencies dial your special number as provided when the site goes live. For actual website changes we have a fast 1-2 day turnaround from the time you contact us.

**Extra Bandwidth and Disk Space:** Extra bandwidth can be purchased at \$10 per Gigabyte in 10 Gigabyte (\$100) increments, please contact us for higher bandwidth levels or dedicated solutions. Disk space is currently not billed separate from bandwidth as long as it's not excessive in relation to the bandwidth being used.

**Service Level Agreement:** In the event of any network, infrastructure, or greater than 1 hour of hardware or software downtime, the client will be credited one full day of the total service for every 1 hour of service unavailability or downtime as defined above. Downtime is measured from the time we are notified of a problem until the affected service is functioning again. To ensure that this can be maintained SFAS will require total DNS control either by Client using redundant SFAS name servers and SFAS DNS services with a DNS login provided to the Client, or SFAS being set up as the technical contact on the domain with permanent DNS access to manage DNS records for the domain. If direct DNS access can't be provided or if access is interrupted for any reason at any time the SLA for this account will be completely null and void.

**Website Branding:** We create a discrete and subtle link at the bottom of your pages which is standard practice in web development. In return we plan to give you a feature in our portfolio to showcase the project and give visibility to it... This link exchange helps with search engine effectiveness for your site as well as driving traffic.

**Website Backups:** We maintain daily, weekly and monthly backups of all critical systems data as well as give you resources to back up your own product database. Additionally all CC data is wiped from the backups to reduce the risk of being compromised.

**Copyrights and Trademarks:** The client represents to SFAS and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to SFAS for inclusion in the project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend SFAS and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

**Web Site Manager Ownership:** The application Web Site Manager and all associated code remains the property of Santa Fe Advisory Services and is software as a service (SFAS) leased to you in exchange for the current monthly fee and the software remains supported during the entire time you are with SFAS. If you should decide to leave for any reason you will be provided with a static copy of all html pages/images and a copy of the database with all information stored for this site. In the unlikely event SFAS should ever be dissolved or fail to exist, The Web Site Content Manager will be transferred to a company with similar interests or a transition plan will be provided to another platform.

**Sole Agreement:** The agreement contained in this contract constitutes the sole agreement between SFAS and the client regarding the project outlined above and in the approved proposal.

**Limitation of Liability:** In no event shall SFAS be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, if the client has not previously been advised of the possibility of such damages. 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.

### **Laws Affecting Electronic Commerce:**

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that they are solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend SFAS and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

**Payment of Fees:** In order for SFAS to keep its rates low, payments must be made promptly. Bills will be deemed delinquent and assessed a 2% charge if payment is not received within 30 days after the due date. If an amount remains delinquent, an additional 2% penalty will be added for each month of delinquency. SFAS reserves the right to remove website from viewing on the internet until final payment is made. If case collection proves necessary, the client agrees to pay all fees incurred by that process.

**Refund Policy:** The client may halt work within 30 days of the date of this contract by mailing a certified letter to the President of Santa Fe Advisory Services. 239 Hawthorn Street, San Diego, CA 92101. If at the time of the request, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate of \$100.

**Miscellaneous:** This contract shall be governed by the substantive laws of the State of California without regard to conflict of law principles. The contract constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersede all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.

**Contract Price Expiration:** This contract must be sign and returned to us within 30 days for the price quoted to be valid.