



February 2, 2010

Dear Valued Customer,

There are four maintenance contracts available, offering an affordable plan to all our customers. Select the option that fits your needs on the enclosed form, sign, include the appropriate payment and return to Matrixwebs.com, LLC by January 31, 2010.

You are a valued customer and we wish to provide you with the best support available. Please feel free to contact us if you have any questions regarding the contract programs.

If your choice is no contract, you must still return the form with the Non-Contract option selected. Absolutely no services will be rendered without a contract on file. We strongly urge our Non-Contract customers to consider the prepayment of \$100 to insure that you are covered for any emergency help that you may need in 2010.

You may wonder, "Why do I need a contract with Matrixwebs.com for support?" You must consider this contract like any other insurance policy you purchase for your business. Hopefully you don't need to use it, but in the event that it is required, the contract insures that Matrixwebs.com is here and ready to help you. Matrixwebs.com, LLC schedules out projects daily and weekly, therefore without a contract it could take some time to get the support you desire.

Even if your system is free of program bugs, computer malfunctions and operating system problems, future events can cause your system to fail. As your business needs change Matrixwebs.com wants to be able to provide the assistance to keep your business running smoothly. The Matrixwebs.com contract is insurance on your business software.

We have added options on this contract for Product management. This is a very popular option for companies that have laid off staff or don't have the resources to manage their site.

A handwritten signature in black ink, appearing to read "Greg Richards", with a large, stylized flourish at the end.

Greg Richards
President
Matrixwebs.com



Matrixwebs.com, LLC, Support Contract for 2010

Please select one of the following contract terms, sign, and return to Matrixwebs.com with payment by January 31st, 2010. Mail to Matrixwebs.com, LLC | 18330 Sutter Blvd. | Morgan Hill, CA 95037

Maintenance

- Platinum** – 3 hours phone, email and minor website changes specified in this document of support for the contract year. Includes ASP.NET framework updates. Additional programming service is provided at the rate of \$65.00 per hour with a minimum of \$32.50. Top priority services including a cell phone number for off hour and weekend support.

Monthly Payment: \$300.00

- Gold** – 2 hours phone, email and minor website changes specified in this document of support for the contract year. Includes ASP.NET framework updates. Additional programming service is provided at the rate of \$75.00 per hour with a minimum of \$37.50. Top priority services including a cell phone number for off hour and weekend support. Off hour and weekend support are provided at \$150 per hour.

Monthly Payment: \$200.00

- Silver** – 1 hour phone, email and minor website changes specified in this document of support for the contract year. Includes ASP.NET framework updates. Additional programming service is provided at the rate of \$90.00 per hour with a minimum of \$45.00. Top priority services including a cell phone number for off hour and weekend support. Off hour and weekend support are provided at \$150 per hour.

Monthly Payment: \$150.00

- Non-Contract Services** – All services must be prepaid including phone, remote computer services and programming at the rate of \$100.00 per hour. It is recommended that the \$100 on-account prepayment be sent to cover the first support issue during the 2010 year. Otherwise, the payment must be received prior to any support, including emergency support. All programming and support is provided at the \$100.00 per hour rate with a \$50.00 minimum per occurrence.

Suggested Services Prepayment: \$100.00

Product management

- Up to 25 products per month maintained and listed on your site or any other site. Includes product reviews and ratings if applicable.

\$50.00

- Up to 100 products per month maintained and listed. Includes product reviews and ratings if applicable.

\$100.00

- Up to 500 products per month maintained and listed. Includes product reviews and ratings if applicable. Includes social marketing of products. For example Facebook.

\$250.00

- Up to 1000 products per month maintained and listed. Includes product reviews and ratings if applicable. Includes social marketing of products. For example Facebook.

\$400.00

WEBSITE MAINTENANCE AGREEMENT

By and between Matrixwebs.com, 18330 Sutter Blvd., Morgan Hill, CA 95037 and (COMPANY)

1. Term of Agreement

This agreement shall commence on the effective date, which is the date Matrixwebs.com accepts this agreement and a fully executed original copy thereof is received by "(COMPANY).", and shall remain in effect for a period of time as described in initial term. This agreement shall automatically renew for a period of twelve (12) months ("Subsequent Term") unless terminated by either party upon not less than thirty (30) days prior written notice. Matrixwebs.com, LLC may, at its option, immediately terminate this agreement for any payment delinquency in excess of thirty (30) days.

* Initial Term of Contract = 12 months

2. Charges



Website Maintenance Agreement charges as set forth and made a part of this agreement commence on the effective date stated in the introduction hereof and shall be payable in advance. The initial payment will be due and payable within 30 days of the effective date of this agreement with invoicing occurring thereafter.

Charges other than the Maintenance charges identified above, which include travel expenses, overtime, and those other expenses identified in caption 7 hereof, shall be invoiced, and all charges hereunder will be due and payable within thirty (30) days from date of "(COMPANY)," receipt of invoice.

An additional finance charge will be charged for semi-annual or quarterly payments should (COMPANY) elect to make payments on such a semi-annual or quarterly basis as opposed to an annual basis.

3. Scope of Matrixwebs.com, LLC Web Site Maintenance Agreement

Matrixwebs.com shall render maintenance service within four business hours of emergency email request. Non-emergency work is to be completed within 1 week for testing.

This maintenance service includes:

- a. General HTML additions or changes
- b. Minor database additions or changes
- c. Email/phone consultation with both our client and our clients customers if needed
- d. Minor graphical work and changes

4. Exclusions from Matrixwebs.com, LLC Website Maintenance Agreement

The following services are outside the scope of Matrixwebs.com, LLC Maintenance Agreement

- a. Large jobs that should require customer notification and quote
- b. New Layouts
- c. Major Artwork changes
- d. Major .Net programming

- If a change is deemed to be outside the scope of the Website Maintenance Agreement then the customer is to be notified and a quote sent over for changes. If allowed time on the contract expire, Matrixwebs.com, LLC is to not work any further until the next period (month starts).



- Customer authorizes Matrixwebs.com, LLC to work on an hourly basis after the hours from the allowed time expire.

5. Matrixwebs.com, LLC Website Maintenance Agreement Period

Matrixwebs.com, LLC shall provide website maintenance, as defined in caption 3 and 4 hereof, during the period of nine (9) consecutive hours between the hours of (8:30 a.m. and 5:30 p.m. daily Monday through Friday, except legal holidays) unless otherwise provided herein. Legal holidays shall include only those holidays specified.

6. Disclaimers; Customer's Responsibilities

MATRIXWEBS.COM'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. MATRIXWEBS.COM, LLC WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME OR LOSS OF USE OF OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE PERFORMED THEREUNDER IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT ALL OF ITS FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. MATRIXWEBS.COM LLC WILL NOT BE RESPONSIBLE FOR CUSTOMER'S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON DISC FILES, TAPES, MEMORIES, ETC. LOST DURING THE COURSE OF PERFORMANCE OF MAINTENANCE SERVICE.

7. General

Matrixwebs.com agrees not to adjust the specified monthly and other charges or per call rates and terms in effect on the effective date of this agreement as part hereof whether the equipment specifications, attachments, or features of any type of equipment are changed or unchanged without the prior written consent of **(COMPANY)**. In the absence of such prior consent, **(COMPANY)** has the right to immediately terminate the Agreement without any further liability to Matrixwebs.com.

Neither party is responsible for any failure to render service due to strikes or causes reasonably beyond its control.

This agreement is not assignable by either party without the prior written consent of the other party. Any attempted assignment without prior written consent shall be void.

Either party may terminate this agreement at any time following receipt of written notice to the other party and a period of thirty (30) days to cure the alleged failure of the other to comply with any of the terms and conditions of this agreement. Matrixwebs.com, LLC reserves the right to terminate website maintenance service immediately in the event customer is in default under any agreement with Matrixwebs.com, LLC following customer's receipt of written notice and failure to cure such default within the aforementioned thirty (30) day period to cure. This agreement will terminate immediately and all charges due hereunder will



become immediately due and payable in the event that either party hereto makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against either party under any law having for its purpose the adjudication of either party as bankrupt or the reorganization of either party, as the case may be.

Any notice or communication given hereunder shall be in writing and mailed, if to Matrixwebs.com, to the address of Matrixwebs.com office shown on the face of this agreement, and if to the customer, to the address of the customer shown on this agreement, or to such other address as such party shall have heretofore designed by notice in writing. Unless otherwise provided, any such notice, if mailed properly addressed and postage prepaid, shall be deemed given upon the third business day following deposit in the United States mail.

This agreement shall be governed by the laws of the State of California and constitutes the entire agreement between Matrixwebs.com and the customer with respect to the furnishing of Matrixwebs.com on-site maintenance service and computer service center. No provision of this agreement shall be deemed waived, amended or modified by either party unless such waive, amendment or modification be in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.

The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the customer for the repair or maintenance of the equipment.

Customer acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Further, customer acknowledges that this agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Any written consent required hereunder shall not be unreasonably withheld.

In witness whereof, the parties hereto have agreed to the terms of this contract. 28th day of JANUARY, 2010

(COMPANY)

BY _____

_____, _____

MATRIXWEBS.COM, LLC