WEBSITE TERMS OF SERVICE AGREEMENT

THIS AGREEMENT made this_____day of_____20_____between **DATAPLUS TECHNOLOGIES LIMITED** with head office located at No 1, Kandi Close, Wuse II, Abuja (later referred to as "**DATAPLUS**")

AND

With head office located at **(**later referred to as **THE CLIENT**)**.**

DATAPLUS has been commissioned and has been retained as a consultant to provide website development and hosting for the client at http://_____

THEREFORE, in consideration of the mutual covenants and agreements contained here, the parties intending to be legally bound agree as follows:

SERVICE PROVIDED.

1. A total of 2 hours of Email/Telephone Web design consultation and advice.
2. Words of Text to be supplied by the Client.
3. An average of 3 Links per page to external web pages or other websites.
4. Customs graphics package and masthead graphic on first page.
5. Incorporating company logo supplied by the client. Top-of-page graphic for all other pages in the Web site, including colorful lines bullets, colored and textured background.
6. Photos and other miscellaneous graphic images supplied by the Client.
7. Minor updates and changes to graphics and fixing links for 30 days after completion**.**
8. The Client shall receive Site publicity to at least 10 major Web search engines, such as Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, Hotbox, etc.
9. One Image Map for internal navigation (Not included in the package price for sites smaller than 6 pages).

PROVIDED THAT:

1. All text to be placed onto THE CLIENT's Web Pages must be submitted to DATAPLUS on Floppy disk, flash disk and CD-Rom.
2. Images and graphics that will be used on THE CLIENT's web pages must be in either *.jpg or *.gif format.

3. All words of text, company logo, photos or graphic images and all other items to be supplied by client are promptly delivered not later than 3 days after commencement.

DURATION OF CONTRACT

1. The contract shall be valid for **ONE YEAR** ("**A term**") and shall be renewable subject to the renewal clause.

2. Contract shall commence upon DATAPLUS's receipt of **FIRST INSTALLMENT** and completion of website development shall be within 2 months from commencement date.

3. Time is of necessity therefore, any delay arising as a result of THE CLIENT'S failure to supply either words of text, company logo, photos or graphic images and all other items required will not by any means extend the completion date. If THE CLIENT persistently defaults after 2 months of completion date, the contract shall be deemed void and no refund shall apply.

FEES

1. The fee for the web hosting shall be the sum of **N**_____

2. An initial payment representing the FIRST INSTALLMENT shall be 70% of the hosting fee and shall be payable to DATAPLUS before the execution of this agreement unless any other payment method is agreed upon in writing by both parties.

3. The SECOND INSTALLMENT being the 30% remainder shall be payable at completion before delivery. Client may be given limited access to view.

BILLING AND CHARGES

1. THE CLIENT shall pay an hourly rate billing if services rendered by DATAPLUS are beyond the above listed**.**

2. Delayed completion as a result of THE CLIENT's refusal to supply either word of text, company logo, photos or graphic images and all other items required, 1 month after completion will attract extra charges. Our services shall resume when payment is received. The bills and charges are payable within 7 days of the date on the invoice.

3. Checks, Money Orders, and Wire Transfers must be made out to DATAPLUS only. Bank account and routing information available upon request.

4. Request for alteration or addition to the website design after project sign off shall attract an hourly rate billing.

NON PAYMENT

1. Default by THE CLIENT to remit payment to DATAPLUS by the invoice due date is cause for removal of THE CLIENT'S web site files from the DATAPLUS hosting server without prior notification AND DATAPLUS shall not be held liable for such removal or disconnection.

2. DATAPLUS reserves the right to place website in "under construction' label or limit the number of web pages that can be browsed on the website after 30 days of default.

3. DATAPLUS shall be entitled to reasonable legal fees in the event the services of an attorney are necessary for collection.

CONTRACT RENEWAL

1. This agreement will automatically renew for another 1 year Term unless canceled in writing by THE CLIENT at least 30 days prior to the end of Term renewal date. Renewal prices are subject to change.

2. As detailed above, cancellation by THE CLIENT must be in writing with 30 days notice otherwise THE CLIENT would be deemed to have renewed and will be obliged to pay all fees and charges applicable.

3. Renewal of services by THE CLIENT indicates agreement to any Contract revisions and price changes. Renewals for the following term will be automatically invoiced client account.

REFUND POLICY

1. Client shall not be entitled to any refund should this agreement be terminated due to a violation of this Agreement.

TERMINATION

DATAPLUS reserves the right to terminate this agreement and stop acting for the company if:

1. The client does not comply with this agreement.

2. If DATAPLUS forms an opinion on reasonable grounds that mutual confidence and trust does not exist between both parties.

3. If DATAPLUS believes on reasonable grounds that continuing to act for the company may breech the professional conduct rules or violate any government regulation.

DATAPLUS WARRANTY

1. DATAPLUS will create and use Artwork, Clipart, Programming and Website pages other than THE CLIENT'S logo except for artwork and coding supplied by THE CLIENT and the artwork will not infringe upon any statutory copyright.

2. That DATAPLUS will indemnify THE CLIENT and hold THE CLIENT harmless from any and all Claims arising therefrom.

CLIENT WARRANTY

1. That all artwork, design, logos, likeness, or photos or persons as supplied by THE CLIENT are with proper permission.

2. That any artwork supplied by THE CLIENT does not infringe on any statutory right.

3. THE CLIENT shall assume all the legal rights and responsibilities of obtaining any materials that it supplies to DATAPLUS for its web pages.

4. That the Client will indemnify and hold harmless DATAPLUS from any and all claims arising therefrom.

LIABILITY

1. DATAPLUS shall not be liable or deemed negligent for any delay or default in performance resulting from : Acts of God, man-made/ orchestrated disasters, natural disasters, extreme weather conditions, fire, flood, war, labor disputes, strikes, riots or shortage/ scarcity of equipments or any act beyond our reasonable control including equipment breakdown.

ADVERTISING

1. DATAPLUS shall have the right to add THE CLIENT'S Website or web pages to its link section on the DATAPLUS Websites, and to show any or all parts of THE CLIENT'S Website in its portfolio by directing people to THE CLIENT'S web pages or Website, or by showing on remote computers.

2. DATAPLUS reserves the right to place an icon and link that will redirect all visitors back to the DATAPLUS Website, on all web pages and websites that it creates and maintains for the Client.

3. THE CLIENT shall also have the right to print the Website and use its likeness in any print, video, software or multimedia marketing, Provided that THE CLIENT does not make any changes or modifications to DATAPLUS'S work.

NON DISCLOSURE AND CONFIDENTIALITY

1. THE CLIENT shall have all its information obtained by DATAPLUS, held in the strictest confidence.

COPYRIGHTS AND OWNERSHIP

1. Any image, graphics, sound, music, custom coding or scripts text and any other material supplied by THE CLIENT shall be the property of the client.

2. Any image, graphics, sound, music, custom coding or scripts, text and any other material supplied by DATAPLUS shall remain the property of DATAPLUS and shall use same for any of its work.

3. Upon expiration of this contract without renewal, DATAPLUS has the right to remove all and any, image, graphics, sound, music, custom coding or scripts, text and any other materials supplied to the client.

EMPLOYEES

1. The parties agree that during the duration of this contract, neither party shall solicit the employment of any employee of the other party.

COMMUNICATION

1. Due to the nature of our services, all communication should be via email which is our official channel of communication, unless otherwise stated in this agreement. Any other form of communication may not receive prompt attention. Client should ensure that they are equipped to send and receive emails. DATAPLUS would at all times do its best to ensure prompt and immediate response to all communications via our official channel.

GOVERNING LAWS

1. This agreement shall be governed by the Laws of the Federal Republic of Nigeria.

IN WITNESS OF WHICH the parties have executed this AGREEMENT in the manner below, day and year first above written.

DATAPLUS TECHNOLOGIES LTD   **COMPANY NAME**

_____   _____

Authorized signature   Authorized signature

_____   _____

Print name and title   Print name and title