

WEB SITE MAINTENANCE AGREEMENT

BETWEEN:

.....
.....
.....
(hereinafter referred to as the "Client")

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AND:

.....
.....
.....
(hereinafter referred to as the "Webmaster")

(the Client and the Webmaster hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Client wishes to entrust the Webmaster with the maintenance of its Web site;

WHEREAS, for good and valuable consideration, the Webmaster agrees to provide the Client with the Web site maintenance and other services as specified herein;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

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2.01 Services

The Webmaster undertakes to provide the Client with the following services (hereinafter referred to as the "Services"):

- a) to proceed with the maintenance of the Client's Web site (hereinafter referred to as the "Web Site") in accordance with the specifications attached to this Agreement as Schedule "....." (hereinafter referred to as the "Specifications") including without limitation:
 - Web Site update, including the update of:
 - information requested by the Client;
 - hypertext and e-mail links;
 - Client's references;

Client	Webmaster

- databases;
 - verification of software components operation;
 - verification of the Web Site information architecture;
 - installation of new or modified Web pages;
 - installation of new or modified graphic elements;
 - installation of new or modified software components, however subject to the Web server hosting rules;
 - minor spelling corrections on each Web page;
 - installation of advertisements;
- b) to reply quickly and efficiently to information requests from Internet users or, where applicable, to forward them to the Client without delay;
- c) to backup of the Web Site elements on an appropriate support and to keep them in a safe place;
- d) to collect the Web Site traffic statistics;
- e) to provide the Client or his designated employees with the training indicated in the Specifications;
- f) to provide the Client with one or several maintenance reports according to the Specifications.

3.00 CONSIDERATION

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3.01 Price

With respect to the Services and other services to be provided, the Client shall pay the Webmaster the price indicated in the Specifications, plus any applicable taxes.

3.02 Billing

The Webmaster shall send all invoices to the Client's address indicated in the Specifications or to any other address the Client may communicate to the Webmaster following the signing of this Agreement.

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3.03 Terms and Conditions of Payment

The price is payable by the Client to the Webmaster according to the terms and conditions of payment indicated in the Specifications.

4.00 SPECIAL PROVISIONS

4.01 Parties' Representatives

Each party acknowledges that the person appointed in the Specifications (or any substitute following a notice sent to the other party to that effect) represents that party and has full power to act, make decisions, and give the required authorizations with respect to the execution of this Agreement.

4.02 Client's Obligations

The Client undertakes and binds himself towards the Webmaster as follows:

- a) The Client shall provide the Webmaster with access to the Web server (or to the appropriate part thereof) enabling the Webmaster to perform the Web Site maintenance;
- b) The Web Site elements shall comply with all applicable laws and regulations including, without limitation, laws and regulations related to intellectual property, advertising, promotional contests, consumer protection, personal information protection and protection of minors;
- c) The Client shall provide, at the Webmaster's request, the proof of his right, title or interest

Client	Webmaster