

existing Website and/or Website code from any existing standard web server to the KerBob web hosting servers.

5. *(X appears if this applies)* Company will host and maintain the Site as further set forth below. In order to perform the Services, The Company will require access and write permission from The Customer. Customer hereby authorizes Company to access the Sites and grants Company "write permission" to access and write to all Site directories and /or programs which need to be accessed to perform the Services. In performing the Services.
6. The Company is, and will perform the Services as, an independent contractor for The Customer. Nothing in this Agreement shall be construed as to render The Company an employee, agent, representative, joint venturer or partner of The Client. Neither Party shall enter into any contracts, agreements, or other obligations with any other parties which bind, or are intended to bind, the other Party. Company and Customer shall each maintain sole and exclusive control over its respective personnel and operation.
7. All Services provided under this agreement shall be performed in a professional manner consistent with industry standards. Services will be performed substantially to the specifications included in Section 1. The Company does not make any other guarantee as to the results of The Company's Services. The Company does not guarantee that any particular outcome will occur as a result of the Services, that an increase in The Customer's customers will occur, or that the web pages will operate uninterrupted or error free. The Company does not guarantee that The Customer's exposure on the internet will be increased. **OTHER THAN EXPRESSLY PROVIDED HEREIN, THE COMPANY MAKES NO OTHER WARRANTY WITH RESPECT TO THE SERVICES TO BE PERFORMED UNDER THIS AGREEMENT WHETHER EXPRESS, IMPLIED STATUTORY, OR OTHERWISE.**
8. *X_* *(X appears if this applies)* The Customer has decided to pursue a separate interest with regard to the hosting and maintenance of all e-mail accounts. The Company will not be involved with, or responsible for, any issues arising from or related to the migration, implementation, or maintenance of Customer e-mail accounts associated with the Site.
9. *(X appears if this applies)* The Customer has also decided to host company e-mail through The Company. The Company agrees to provide e-mail hosting and maintenance and hosting for e-mail accounts. **THE COMPANY MAKES NO WARRANTY, AND ASSUMES NO RESPONSIBILITY, WITH RESPECT TO ISSUES ARISING FROM THE E-MAIL HOSTING SERVICES TO BE PERFORMED UNDER THIS AGREEMENT WHETHER EXPRESS, IMPLIED STATUTORY, OR OTHERWISE.**

YOUR RESPONSIBILITIES

This project demands some involvement by your personnel. Ultimate success is highly dependent on their effort. To help achieve a smooth and successful implementation, it will be your responsibility to:

1. *(X appears if this applies)* Provide The Company with current copies of databases and all necessary programming files for the Sites.