

## WEBSITE DEVELOPMENT AND DESIGN AGREEMENT

**THIS WEBSITE DEVELOPMENT AND DESIGN AGREEMENT** (the "Agreement") is made as of June 4th, 2012, by and between **Hariharan Sivaraj**, a CARE Web Designers company ("Provider"), and **Harry Huang**, an Eyoutours.com ("Customer") company.

### 1. DEFINITIONS.

**1.1 "Content"** means all text, pictures, sound, graphics, video and other data supplied by Customer to Provider pursuant to Sections 2.1 or 4.1(c), as such materials may be modified from time to time.

**1.2 "Design Fee"** means the fees set forth in **Exhibit A** for Website development services provided pursuant to Section 2.

**1.3 "Domain Name"** means the domain name specified for the Website by Customer from time to time. The initial Domain Name is specified in **Exhibit A**.

**1.4 "Intellectual Property Rights"** means any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

**1.5 "Milestone Delivery Schedule"** means the schedule for development of the Work Product set forth in **Exhibit A**.

**1.6 "Provider Tools"** means any tools, both in object code and source code form, which Provider has already developed or which Provider independently develops or licenses from a third party, excluding any tools which Provider creates pursuant to this Agreement. By way of example, Provider Tools may include, without limitation, toolbars for maneuvering between pages, search engines, Java applets, and ActiveX controls. All Provider Tools used in the Website shall be set forth in **Exhibit A**.

**1.7 "Specifications"** means Customer's requirements set forth in Exhibits A and B, as amended or supplemented in accordance with this Agreement.

**1.8 "User Content"** means all text, pictures, sound, graphics, video and other data provided by Website users.

**1.9 “Website”** means the user interface, functionality and Content made available on pages under the Domain Name.

**1.10 “Work Product”** means all HTML files, PHP files, graphics files, animation files, data files, technology, scripts and programs, both in object code and source code form, all documentation and any other deliverable prepared for Customer by Provider in accordance with the terms of this Agreement.

## **2. WEBSITE DEVELOPMENT.**

**2.1 Delivery of Initial Content.** Customer shall deliver to Provider all Content that Customer intends for Provider to incorporate into the Work Product (the “Initial Content”). The Initial Content shall be in the format(s) specified in **Exhibit A**.

**2.2 Development.** Provider shall provide design, programming and other consulting services as specified in **Exhibit A** for the Design Fee set forth therein. Provider will provide the Work Product to Customer in accordance with the Milestone Delivery Schedule. Time is of the essence with respect to the performance of Provider’s services hereunder.

**2.3 Project Liaisons.** Each party’s primary contact for development efforts shall be the project liaisons specified in **Exhibit A** or the person otherwise designated in writing by Customer or Provider, as the case may be.

**2.4 Provider Tools.** In the event any Provider Tools are incorporated into or are used in conjunction with the Website, or any Provider Tools are used to manipulate Content for distribution on the Website, then Provider hereby grants to Customer a worldwide, non-exclusive, sublicenseable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Provider Tools in any media now known or hereafter known. Throughout the term of the Agreement and immediately upon termination, Provider shall provide to Customer the most current copies of any Provider Tools to which Customer has rights pursuant to the foregoing, plus any related documentation.

**2.5 Shadow Site; Acceptance.** Provider shall make available complete versions of the Work Product on a password protected server (the “Shadow Site”) for Customer’s review and acceptance. Customer shall have 30 days to review and evaluate the Work Product (the “Acceptance Period”) to assess whether it meets the Specifications and meets industry standards for professional, technical and artistic quality. If Customer rejects the Work Product during the Acceptance Period, Customer may, in its sole discretion, elect to: (a) extend the time for Provider to provide revised Work Product for acceptance testing in accordance with this section; (b) revise the Specifications and to negotiate an appropriate reduction in the Design Fee to reflect the revised Specifications; (c) complete the Work Product and deduct the costs of completion from the Design Fee; or (d) terminate this Agreement, in which case Section 6.3 applies.

### **3. MODIFICATIONS.**

If Customer desires to modify the Website (including the Platform Requirements specified in **Exhibit A**) at any time during the term of this Agreement, Customer shall describe the additional services or deliverables to Provider (the “Change Notice”). Within 7 days of such Change Notice, Provider shall submit a change order proposal (the “Change Order”) which includes a statement of any additional charges and, if the Change Notice is provided prior to initial acceptance of the Work Product pursuant to Section 2.5, any adjustments to the Milestone Delivery Schedule resulting from the proposed Change Notice. On Customer’s written approval of the Change Order, the Change Order will become a part of this Agreement. Any additional deliverables or changes to the Website described in the Change Order shall be subject to acceptance testing at the Shadow Site as described in Section 2.5. Provider shall quote all charges for the Change Orders at its then-current standard charges.

### **4. PAYMENTS.**

**5.1 Fees.** Except as otherwise specified in **Exhibit A**, Provider shall invoice all fees monthly, and payment is due 30 days from delivery of the invoice. All fees quoted include, and Provider shall pay, all sales, use, excise and other taxes which may be levied upon either party in connection with this Agreement, except for taxes based on Customer’s net income.

### **5. TERM AND TERMINATION.**

**5.1 Term.** The initial term of this Agreement shall be as specified in **Exhibit A**. Thereafter, this Agreement shall continue until terminated with at least 90 days written notice.

**5.2 Termination for Cause.** Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for 60 days following written notice to the breaching party.

### **6. PROVIDER WARRANTIES.**

**6.1 Work Product Warranties.** Provider warrants that any Work Product, Provider Tools or Provider-made changes to the Content shall not: (a) infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) be obscene, child pornographic or indecent; and (e) contain any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

**6.2 Additional Warranties.** Provider warrants that: (a) any Work Product or Provider Tools will conform to their applicable Specifications or acceptance criteria when delivered and for a period of 1 year thereafter; and (b) there is no outstanding contract, commitment or agreement to which Provider is a party or legal impediment of any kind known to Provider which conflicts with this Agreement or might limit, restrict or impair the rights granted to Customer hereunder.

## **7. DISCLAIMER OF WARRANTIES.**

EXCEPT AS SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **8. OWNERSHIP.**

**8.1 Ownership of Work Product.** Provider hereby irrevocably assigns to Customer all right, title and interest in and to all Work Product and documentation produced pursuant to Customer's requests for services hereunder including, without limitation, all applicable Intellectual Property Rights thereto. If Provider has any such rights that cannot be assigned to Customer, Provider waives the enforcement of such rights, and if Provider has any rights that cannot be assigned or waived, Provider hereby grants to Customer an exclusive, irrevocable, perpetual, worldwide, fully paid license, with right to sublicense through multiple tiers, to such rights. Provider acknowledges that there are, and may be, future rights that Customer may otherwise become entitled to with respect to the Work Product that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed, and Provider specifically intends the foregoing assignment of rights to Contractor to include all such now known or unknown uses, media and forms of exploitation throughout the universe.

**8.2 Ownership of Content and Website.** As between Provider and Customer, any Content given to Provider by Customer under this Agreement or otherwise, and all User Content, shall at all times remain the property of Customer or its licensor. Provider shall have no rights in such Content or User Content other than the limited right to use such content for the purposes expressly set forth in this Agreement.

**8.3 Employee and Subcontractor Contracts.** Provider shall cause each individual or company employed by Provider in connection with the Work Product to execute a contract regarding confidentiality and assignment of rights prior to each such individual or company's commencement of services thereunder. Such contracts shall: (a) include a full assignment of all rights to Customer, (b) include a waiver of any moral or similar rights, (c) be freely assignable, and (d) contain restrictions on use and disclosure. Further, with respect to any subcontractors which it employs: (x) Provider shall obtain the written consent of Customer, (y) Provider shall be responsible for the direction and coordination of the services of such subcontractors, and (z) Customer shall have no obligation to pay such subcontractor(s).

## **9. CONFIDENTIAL INFORMATION.**

Customer's "Confidential Information" are any passwords used in connection with the Website (or the Shadow Site), all Server Logs, all Work Product and documents related to the Work Product, any Content which Customer designates as confidential, and any other materials of Customer which Customer designates as confidential or which Provider should reasonably believe to be confidential. Customer's "Confidential Information" also includes the Website itself until such time as Customer decides to make the Website publicly available to users. Provider's "Confidential Information" is defined as the source code of any Provider Tools. Provider understands and agrees that Customer does not want any other Confidential Information of Provider, and should the parties believe that additional confidential information of Provider needs to be disclosed to Customer, the parties shall execute a separate non-disclosure agreement regarding such information. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as necessary to perform under this Agreement. The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) received by recipient from a third party without a restriction on disclosure or use, or (d) independently developed by recipient without reference to the other party's Confidential Information.

## **10. LIMITATIONS ON LIABILITY.**

EXCEPT FOR BREACHES OF SECTION 4.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**IN WITNESS WHEREOF**, each of the parties hereto has executed this Agreement as of the date first written above.

### **PROVIDER:**

For CARE Web Designers,  
Hariharan Sivaraj

### **CUSTOMER:**

Harry Huang

**CUSTOMER SIGNATURE WITH DATE:**

## EXHIBIT A

### Services and Fees

#### **CONTENT**

All Content shall be provided to Provider by Customer in the formats specified below:

All text shall be provided in HTML and PDF.

All graphics shall be provided in JPEG.

#### **PLATFORM REQUIREMENTS**

The Work Product and Provider Tools provided to Customer by Provider shall be compatible with the following browser(s): Mozilla Firefox, MS Internet Explorer 9 and Google Chrome.

The Work Product shall be implemented for a Linux server running on the following server software PHP, MySQL, Apache.

#### **SERVICES**

For the Design Fee, Provider shall provide the following services in accordance with the Milestone Delivery Schedule below. Examples include: Provider will prepare design specifications for the Website which are consistent with the Specifications in **Exhibit B**.

#### **Milestone Schedule**

The Milestone Schedule for the project is shown on the chart below:

MILESTONE DESCRIPTION	RESPONSIBILITY	DATE
Agreement on site goals	Provider and Customer	Jun 2, 2012
Provider and Customer agree on list of items to be included in Website, sorted into topical categories	Provider and Customer	Jun 2, 2012
Provider prepares Website storyboard (Phase 1)	Provider	Jun 2, 2012
Provider handover design layout	Provider	Jun 17, 2012
Provider makes final version of Work Product available on Shadow Site (Phase 1)	Provider	Jul 10, 2012
Customer accepts final version of Work Product (Phase 1)	Customer	Jul 15, 2012
Provider prepares Website storyboard (Phase 2)	Provider	Jul 15, 2012
Provider handover design layout (phase 2) if needed	Provider	Jul 29, 2012

<b>MILESTONE DESCRIPTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
Provider makes final version of Work Product available on Shadow Site (Phase 1)	Provider	Sep 08, 2012
Customer accepts final version of Work Product (Phase 2)	Customer	Sep 15, 2012

### **FEES**

\* Design Fee: 450 CAD

\* Development Fee: 13750 CAD

### **TERM**

Total Cost of the project is CAD 14200. Initial payment of CAD 1000 has to be done to start the work. CAD 2000 has to be done within 7 days from the date of first phase of the website. Remaining payment of CAD 11200 will be received in the form of 5% commission on each booking being made through the website. CARE Web Designers accepts the mode of payment being made by the client and it is sole responsible for the amount invested in website development. If client is unable to continue the business with the website created by CARE Web Designers (within the period of remittance of CAD 14000 to CARE Web Designers) then the website coding will be owned by CARE Web Designers and client agrees to use the code for the purpose of CARE Web Designers. If the client wants to own the website coding then the client has to settle the remaining payment whatever left to be paid to CARE Web Designers at that point of time.

### **PROJECT LIAISONS**

Provider Liaison: Hariharan Sivaraj

Customer Liaison: Harry Huang

### **DOMAIN NAME**

<http://www.eyoutours.com>

### **WEBSITE REQUIREMENTS (PHASE 1)**

Following requirements will be developed in very extensible way with multi lingual options contains languages Chinese, English and French.

#### **Front End:**

1. Home Page Design
2. Search for Tours
3. Displaying list of Tours (Category Wise)
4. Tour Package Details Page
5. Booking and User Details gathering page
6. Booking Confirmation Page
7. Payment Gateway Integration (PayPal and Credit card)
8. Payment Confirmation page and Sending email receipt to customer.

#### **Back End:**

1. Login Page
2. Change Password
3. Tour Management
4. Tour Category Management
5. Purchases Management
6. Payment Management

### **WEBSITE REQUIREMENTS (PHASE 2)**

Phase 2 requirements will need to be finalized in the later stage. The full details will be provided as per the discussion. Estimation has been given as per the discussion happened so far with client about phase 2.



## **Exhibit B**

### **Website Specifications**

1. The graphics used in Customer's Website shall be in JPEG Format.
2. No item in the Website shall exceed 1024 pixels in width.
3. Provider shall develop the Website to project the highest professional image.
4. Provider shall not include any links to other sites without Customer's prior written consent.
5. <http://www.etours.cn/> - Reference layout of the user interface