**Web Development Agreement**

This Web Development Agreement (this "Agreement") is made effective as of March 1,2015, by and between ABC AGENCY 1111 SMITH ROAD, ANYWHERE, USA and Target Source Media Group, Inc, of 509 Sheffield Drive, Richardson, Texas 75081. In this Agreement, the party who is contracting to receive the services shall be referred to as “AGENCY", and the party who will be providing the services shall be referred to as "Target Source".

WHEREAS, Web Developer Target Source possesses technical expertise in the field of computer programming and, in particular, the creation and development of website technology; and

WHEREAS, Client AGENCYdesires to engage Web Developer Target Source, and Web Developer Target Source accepts the engagement, to design a World Wide Web site (Web Design Project) in accordance with terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Client AGENCYand Web Developer Target Source agree as follows:

**RETENTION OF DEVELOPER.** Client AGENCY hereby retains the services of Developer for the Web Design Project to be published on Client AGENCY’s account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer (Hosting Service), or provided on disk at AGENCY’s option.

**DESCRIPTION OF SERVICES.** Web Design project will begin on or before DATE upon receipt of agreement and deposit with a completion date on or before DATE.Target Source will provide the following services connected with the development of the Website (collectively, the "Services"): Services as described in the attached document

**PAYMENT FOR SERVICES.** In consideration of the services to be performed by Target Source , AGENCY agrees to compensate Target Source for the services rendered as follows:

Target Source will receive an initial deposit of “AMOUNT” due with the agreement on or before the start date of DATE

* Upon receipt of deposit Target Source Media will began the planning and blueprinting of the project as well as gathering content and assets
* Payment 2 of 3 will be due DATE in the amount of AMOUNT. An invoice will be provided 10 days prior to due date. During this time Target Source Media will be designing, programming and collecting data.
* Payment 3, or final balance will be due at launch of website, on or before DATE. An invoice will be provided.
* Final payment may include additional charges should Agency request functionality or design that is not part of the original estimate or if repeated changes to functionality or design go over the estimated scope of the project.
* Payments are to be made to Target Source Media Group 509 Sheffield Drive, Richardson, Texas 75081

**WEB HOSTING.** AGENCY understands and agrees that any web hosting services require a separate contract with a web hosting service. AGENCY is free to select a web hosting service or Target Source Media will make recommendations. AGENCY understands that if they are choosing the hosting, it must meet certain criteria for operational purposes of the Luminaire Selector. If the current hosting does not support the criteria Agency understands another must be chosen and that Target Source Media will need full access to complete the loading process.

**Deadlines.** AGENCY has requested a deadline date of on or before DATE. AGENCY agrees that Target Source will make every effort to meet that deadline with the understanding from AGENCY that the deadline could be delayed further due to unforeseen interruptions such as programming issues, function issues, delay in receiving assets or content, approval delays, weather, or any other unforeseen interruptions beyond the control of Target Source. A list of needed assets will be provided to AGENCY as well as due dates and is attached to this document known as “Asset and Due Date Deadlines”.

**DATA COLLECTION.** Target Source Media will make every attempt to collect all data specified in the project. AGENCY agrees that Target Source Media has no control over collection that may be impossible to retrieve, such as low res or no images, low res logos, cut sheet information difficult to retrieve due to manufacturer’s website. Target Source Media retains the right to inform the client when manufacturer’s site may not be an appropriate fit for the Luminaire Selector. Target Source Media will inform AGENCY of any of any issues in writing. AGENCY will be responsible for contacting the manufacturer to request images or information if needed. AGENCY understands that Target Source Media will do the best possible job of collecting all data and placing it in the correct categories. The AGENCY understands that it may be impossible for all data to end in the correct categories and that these changes will occur once all data is entered.

**TERM/TERMINATION.** This Agreement may be terminated by either party upon 30 days days written notice to the other party.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that Target Source is an independent contractor with respect to AGENCY, and not an employee of AGENCY. AGENCY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Target Source.

**WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Target Source in connection with the Services shall be the exclusive property of AGENCY. Upon request, Target Source shall sign all documents necessary to confirm or perfect the exclusive ownership of AGENCY to the Work Product.

**LAWS AFFECTING ELECTRONIC COMMERCE.** AGENCY agrees that AGENCY is solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend Target Source and its subcontractors from any cost, claim, suit, penalty, tar, or tariff, including attorneys' fees, costs, and expenses, arising from AGENCY’s exercise of Internet electronic commerce.

**CONFIDENTIALITY**. Target Source will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Target Source, or divulge, disclose, or communicate in any manner any information that is proprietary to AGENCY. Target Source will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Target Source will return to AGENCY all records, notes, documentation and other items that were used, created, or controlled by Target Source during the term of this Agreement. AGENCY also agrees to confidentiality of any and all agreements between Target Source Media Group, LLC and AGENCY.

**EMPLOYEES.** Target Source's employees, if any, who perform services for the AGENCY under this Agreement shall also be bound by the provisions of this Agreement. At the request of the AGENCY, Target Source shall provide adequate evidence that such persons are Target Sources employees.

**ASSIGNMENT.** Target Source's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the AGENCY.

**NON-COMPETE AGREEMENT.** For a period of 1 year after the termination of this Agreement, which will include ongoing maintenance, Target Source will not directly or indirectly engage in any business that competes with AGENCY. This covenant shall apply to the geographical area that includes all territory covered by AGENCY. Target Source agrees that this non-compete provision will not adversely affect the livelihood of Target Source.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** No amendment, waiver, or discharge of any provision of this Agreement shall be effective against AGENCY or Developer without the written consent of both AGENCY and Developer.

**NOTICES.** Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, to the addresses mentioned above.

**APPLICABLE LAW.** This Agreement shall be governed by the laws of the STATE OF AGENCY

**SIGNATURES.** This Agreement shall be signed by Tim Greene, Partner, on behalf of Western Florida Lighting, Inc. and by Lana Rice, Owner on behalf of Target Source Media Group, Inc. This Agreement is effective as of the date first above written.