

END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (the "Agreement") is made and entered into this day of (the "Start Date") by and between The Espo Consultants, and having a usual place of business at 1830 N Buffalo, Las Vegas, NV 89128 (hereinafter referred to as the "Company") and (hereinafter referred to as the "Client").

WHEREAS, the Client wishes to engage the Company to provide the services described herein and Company agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the Client and the Company, intending to be legally bound, agree to the terms set forth below.

1. **TERM.** Commencing as of the Start Date, Company will commence Duties and Services. Once the Website has been built and is Live, the monthly subscription "Term" will begin and continue on a monthly basis.

2. DUTIES AND SERVICES.

(a) The company will be accountable for the following services ("hereinafter referred to as "Duties and Services"):

(b) During the period between the Start Date and the beginning of the Term (hereinafter referred to as the "Development"), Company will build the site (your web domain) (hereinafter referred to as the "Website").

(c) Website will include all pages client asks for

3. FEES

(a) Subject to the provisions hereof, the Client shall pay Company a design fee on a per page basis depending on the type of website (E-commerce or Personal) . The design fee shall be paid within five (5) days of the Client's receipt of the invoice and may be broken up into installment payments. Below is the Fees breakdown

(aa) Client may provide half of the Design Fee up front and deliver the rest upon completion of a set milestone.

(b) During the Term, Client shall pay a monthly subscription of fifty (\$50.00) Dollars per month in exchange for web hosting and technical support.

(c) During the Term, Client shall pay a monthly subscription of seventy-five (\$75.00) Dollars per month in exchange for web hosting and technical support if the website is over 20 pages or receives over 750 unique visitors per day.

(d) Any additional programming expenses that fall outside of the scope of reasonable support will be billed at the rate of seventy-five (\$75.00) dollars per hour.

(e) If Client agrees to have the first three (3) months of hosting for free they are bound to a one (1) year commitment. This will result in Client paying fifty (50) or seventy-five (75) (depending on service) dollars each month for 9 months. Client can terminate contract but will still be liable for the remaining months not paid.

4. EARLY TERMINATION OF THE TERM

(a) The Client is liable for the full contract amount of (the Design fee). Client may choose to cancel this contract prior to the End date but will be liable for the total contracted price from the initial set-up (price per page). The Client may choose to cancel the Monthly Subscription at any time but will be liable for any usage that has been unpaid. While this Agreement is in effect, the subscription may be cancelled by Company for legitimate reasons and grounds that a reasonable person would deem appropriate. Client also has a ten (10) day grace period to take care of unpaid invoices for work completed. Termination may be immediate if occurrence of any one or more of the following events: (i) the other party fails to pay when due any amounts required to be paid under this Agreement; (ii) the other party breaches any material term or provision of this Espo Consultants – End User License Agreement – 3 Agreement; (iii) the other party becomes insolvent, makes an assignment for the benefit of its creditors, institutes or becomes subject to any proceeding under any bankruptcy or similar laws for the relief of debtors, or seeks the appointment of, or becomes subject to the appoint of, any trustee or receiver for all or any portion of such party's assets. Company may terminate this Agreement, (i) if the Duties & Services are prohibited by applicable law, (ii) if the Duties & Services become impractical or unfeasible for any technical, legal, or regulatory reason, (iii) as part of Corrective Action.

a. Examples of legal or regulatory reasons include: any instances where federal, state or local laws are infringed upon, another party seeks damages or threatens Client for copyright, fair-use or patent infringements.

b. Technical or unfeasible reasons would be any instances where delivering further service would be commercially impractical. This reflects rare and dire circumstances whereby if the Company were to face a lawsuit where licensing specific features of the software requires us to pay royalties or extensive legal fees for further continuation of service, our costs would significantly rise and thus the service would not be sustainable. However, in such cases Company will make reasonable efforts to make substitutions, alterations and accommodations so that the Client's services are as uninterrupted as possible.

(b) All past due invoices, any contracted work or outstanding monthly subscription fees must be paid by the time the Client of Company decides to cancel the subscription. Clients with inactive subscription will be liable for payment in full of this contract with 10 days of inactivity of their subscription. If legal action is necessary, prevailing party shall recover attorney's fees and costs. Jurisdiction and venue is proper in Las Vegas, NV.

5. LIMITATION OF LIABILITY

(a) In no event will Company be liable for any damages, claims, or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings arising out of or related to

the use of or inability to use this Website by Client or its customers, even if Company has been advised of the possibility of such loss, damages, claims, or costs.

(b) This Website is provided to Client "AS IS". Company makes no warranty, expressed or implied, as to its use or performance. Company does not warrant that this Website is secure or is free from errors.

(c) The uptime of this Website, including page loading times and application availability is dependent on the hosting company. Company makes no guarantees, expressed or implied, regarding the uptime, speed or availability of this Website. It should be noted that our uptime record for the past year of 2012 reflected 99.99% for all web properties. Speed was also comparable or better to the industry standard of 3 seconds per page.

(d) The hosting company hosting this Website may or may not keep regular or reliable backups of data. Client and/or its customers must keep backup copies of all data including, but not limited to, product data, files and images uploaded to servers hosting this Website. Company shall not, under any circumstances, be liable or responsible for the loss of data or the cost of uploading or restoring the data.

a. Company agrees to keep regular backups of Client data and assets associated with the site in an effort to ensure uptime and availability.

(e) This Website will be hosted on servers owned and operated by a hosting company Weebly Inc– End User License Agreement – 4 external to and chosen by Company. Company reserves the right to replace the hosting company at any time but will provide a thirty (30) day notice. Additional hosting fees may apply if client requires other hosting services such as SSL Certificates and other offers from Weebly Inc. (f) Company reserves the right to modify and/or enhance this Website while providing a thirty (30) day notice to the client for changes made. Client has the right to refuse the offered changes.

6. SEVERABILITY; REFORMATION.

(a) In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

7. UNDERSTANDING.

(a) By purchasing a website through the payment gateway of www.espoconsultants.com you hereby, acknowledge, and standby this contract in its entirety.

(b) By purchasing a website through a personal invoice generated by (The Company) you hereby, acknowledge, and stand by this contract in its entirety.

8. SURVIVAL.

(a) The provisions of this Agreement shall survive the expiration of the Term or the termination of this Agreement. This Agreement supersedes all prior agreements, written or oral, between the Client and the Company relating to the subject matter of this Agreement.

EXECUTED, under seal, effective as of the Effective Date.

[www.\(yourdomain\).com](http://www.(yourdomain).com)

Representative Party

X__Auto Signed when payment has been made _____Date____ (Purchase date of website)____