



Contract Number:

WORK AUTHORIZATION FOR WEBSITE DEVELOPMENT

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All products & services provided by Uriel Corporation, One Westbrook Corporate Center, Suite 300, Westchester IL 60154-5709, www.urielcorporation.net, management@urielcorporation.net, 1 (708) 598-7314, collectively (URIEL) to the customer (you), are subject to your agreement with the following:

One free revision per page. Additional revisions, edits, art work, graphics, coding, managed hosting, maintenance, or work is completed at hourly rates, which shall not be less than fifty to one hundred and fifty dollars (\$50-\$150 USD) per hour depending on what expertise is required. Hosting charges and other items or services (email, shopping carts, SSL Certificates, merchant accounts, search engine optimization, search engine submission, site statistics, advertising, opt-in functionality, flash, javascript, and other items) beyond pure web development in HTML are not included. You agree to conduct all transactions / correspondence via e-mail, phone, fax or postal service. 24/7 sales, billing, and technical support for products and services including non-managed hosting and email is available at: 1 (708) 598-7314. For web development, any work, managed services, hosting, maintenance, any custom work you need to contact: 1 (708) 598-7314 or management@urielcorporation.net (hourly rates apply). See urielcorporation.net or urielcorporation.com for services.

Payment. We accept credit cards, checks, cashier's checks, certified checks and money orders. Payment for services and or products under \$5,000 are due in full upon the signing of this agreement. All orders above \$5,000 USD are due 50% in advance and the remaining 50% upon completion, except for third party services and expenses that are due at signing of this Work Order which need to be paid in full. Payment for invoices to Customer are due within 30 days of notice and may be made either by e-mail, mail or both. Unpaid accounts after thirty (30) days after the date of invoice, will be subject to a service charge in the amount of 5% per month of total amount due. Electronic or other payments are done automatically for items set up by credit card for items purchased by Uriel with Client's Credit Card(s) on behalf of managing Client's account and services or payments made manually shall be due to Uriel within 30 days of invoice which may include payment for product(s) and services from Uriel's websites or which might include payments for products and services provided by third party providers and or by third party consultants. In the event that payments are not received to maintain services, Client will still be liable to pay Uriel any fees due that have not been paid for development, maintenance, hours worked, edits, code work, consulting, time and expenses, and or for managed services within 30 days of invoice notice. Payment for products and or services for less than \$5,000 is due upon the signing of this agreement in full. Items or services not paid for by credit card or not purchased automatically through ongoing online e-commerce websites shall be paid for by check or money order as invoiced as specified by this agreement made payable to "URIEL CORPORATION". Checks and money orders are to be mailed to:

Uriel Corporation, One Westbrook Corporate Center, Suite 300, Westchester, IL 60154-5709. The Uriel Corporation corporate phone number is: 1(708) 598-7314.

Default. Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Customer in default maintains any information or files on Uriel Corporation's web space, URIEL will, at its discretion, remove all such material from its or third party web space. Removal of such material does not relieve the Customer of obligations to pay any outstanding charges assessed to the Customer's account. Checks returned for insufficient funds are assessed a return charge of \$30 and the account is immediately considered to be in default until full payment is received. Customers with accounts in default agree to pay URIEL reasonable expenses, including attorney fees and costs for collection by third-party agencies, incurred by URIEL in enforcing this legal contract.

Prices and Changes to Pricing. URIEL CORPORATION reserves the right to change pricing without notice as changes in pricing occur. It is further understood and agreed that any and all payment(s) to URIEL, in whole and or in part, are hereby to be considered non-refundable. Managed Services Fees to host and operate site, and other products and services, including third party service fees, are also non-refundable. Third party providers require a fee as stated in the estimate and prices are subject to change without notice. Managed Service Fees do not include content editing or hours worked on html, other languages, photo editing, graphics, or other work on site.



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Termination. Termination of a customer's account must be submitted by a signed notice or by e-mail. Mailed notices will take effect from the date of postmark. Telephone requests for termination will not be honored. Termination of this Agreement shall not relieve customer's obligation(s) and liabilities to pay URIEL and or Peter J. Panopoulos any monies, fee(s), or outstanding bill(s) due for service(s) rendered or for hosting and management fee(s) associated and related to this Agreement. URIEL reserves the right to terminate and or refuse service to the Customer without providing reason or cause. Certain electronic payments may have non-refundable or cancelation penalties and policies, see Uriel and third party websites for details. Therefore, Uriel Corporation has established that "No refunds" will be paid once an agreement is signed and work has begun. It is further agreed and understood that there is to be no refund for any work completed nor for items or services purchased on behalf of client.

Legal Restrictions. URIEL CORPORATION is not responsible for any material that may be unlawful, obscene, abusive, or otherwise objectionable. URIEL CORPORATION may refuse to service any customer who does not provide accurate information. Submission, transmission, or maintenance of any information or materials in violation of any international, U.S. or state laws or regulations is prohibited. This includes, but is not limited to, material legally judged to be threatening or obscene.

Copyrights, Trademarks. Customer retains the copyright to data, files and graphic logos provided by the Customer, and grants URIEL the rights to publish and use such material. Custom artwork and graphic logos designed by URIEL for use in the Customer's Web presentation will remain the property of URIEL CORPORATION and at its sole discretion, will grant the Customer rights to use such material in other applications. The Customer must obtain permission and rights to use any information or files that are copyrighted or trademarked by a third party; the Customer is further responsible for granting URIEL permission and rights for use of the same and agrees to indemnify and hold harmless URIEL from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright or trademark permissions.

Indemnity. The Customer agrees to indemnify and hold harmless URIEL from any and all claims resulting from the Customer's use of URIEL's or third party products and or services which cause damage to the Customer or a third party.

Disclaimer. URIEL CORPORATION makes no warranties of any kind, neither express nor implied, for the services or the products it provides. URIEL also disclaims any warranty of merchantability or fitness for a particular purpose. URIEL will not be responsible for any direct, indirect or consequential damages which may result from the use of its services including loss of data resulting from delays, non-delivery, interruption in service, or other natural acts or disasters. It is understood and agreed that non-payment for credit card related or other items which may result from overdrawn credit cards or from expired credit cards, or from other nonpayment on accounts may result in temporary or permanent interruption of service and the possible loss of Client's domain, website, email account(s) and or other products and services.

Jurisdictional Disputes. The parties expressly recognize that, where URIEL is acting solely as Customer's Website Developer, Website Manager, Services Manager, Hosting Services Manager, URIEL is not engaged in, and is not actively soliciting, interstate or international commerce. Where URIEL is a named party to any type of dispute or litigation involving any acts by CUSTOMER that affect out-of-state persons or entities, CUSTOMER agrees that it shall indemnify, hold URIEL harmless, defend URIEL and challenge the jurisdiction of out-of-state authorities over URIEL. The parties agree to handle any unresolved disputes or conflicts through arbitration according to the rules of the American Arbitration Association in the Chicago area.

Web Site Storage and Internet Link. URIEL shall store Customer's Web Site on reliable well known Internet servers that are known to have very good uptime statistics. Even though these servers are well known in the industry, the parties expressly recognize that Internet servers and links are susceptible to crashes and down time. URIEL warrants that it shall maintain a consistent link with the Internet, but URIEL cannot and does not warrant that it shall maintain a continuous and uninterrupted link.



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Bandwidth. URIEL agrees that the servers used shall maintain a high speed connection to the Internet, however, URIEL does not warrant any response rate of download time.

Maintenance. URIEL may at its own discretion temporarily suspend all service for the purpose of repair, maintenance or improvement of any of URIEL's systems or sites. However, URIEL shall provide prior notice where it is reasonably practicable under the circumstances, and URIEL shall restore service as soon as is reasonably practicable. Customer shall not be entitled to any setoff, discount, refund, or other credit, in case of any service outage which is beyond URIEL's control or which is reasonable in duration.

Security: The parties expressly recognize that it is impossible to maintain flawless security, but URIEL shall take reasonable steps to prevent security breaches in URIEL provider server interaction with Customer and security breaches in URIEL provider's server interaction with resources or users outside of any firewall that may be built into or dealing with URIEL provider's server. However, Customer is solely responsible for preventing password protected pages within its Web Site from being automatically indexed and linked to search engine Robots or Spiders. Customer is solely responsible for any damage caused by such unauthorized access, and Customer indemnifies and holds URIEL harmless for any compromise of Customer's security.

Privacy. Message and data encryption is enabled on URIEL's server, however Customer is solely responsible for encoding its Web Site to conform with generally accepted encryption standards, and Customer indemnifies and holds URIEL harmless for any compromise of Customer's encryption method.

Caching Permitted by URIEL. Customer expressly grants to URIEL a license to cache the entirety of Customer's Web Site in RAM or storage. Customer expressly agrees that such caching is also deemed "fair use" under the United States Copyright Act, and Customer expressly agrees that such caching is not an infringement of any of Customer's Intellectual Property Rights.

Export Control. Customer agrees that its Web Site shall comply with all export, re-export or import laws and regulations of any jurisdiction from which Customer's Web Site is transmitted or accessed. Customer agrees that it shall obtain written authority from all appropriate governmental bodies, if Customer intends at any time to re-export any items originating from that jurisdiction to any proscribed destination. Customer shall indemnify URIEL, hold URIEL harmless and provide a defense to URIEL for any such compromise of Customer's security, for any negligence or for any failure to comply with such laws, controls and requirements.

Downloading of Data or Files at Customer's Peril. The parties expressly recognize that URIEL cannot and does not guarantee or warrant that files available for downloading through URIEL or third parties will be free of infection, malware, spyware, viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Customer agrees that it shall be solely responsible for implementing sufficient procedures for safeguarding and satisfying Customer's particular requirements for accuracy of data input and output, and for maintaining a means external to URIEL for the reconstruction of any lost data. The parties also expressly recognize that the internet contains unedited materials, some of which are unlawful, indecent, or offensive to Customer, and access to such materials by Customer is done at Customer's sole risk.

DELEGATION OF DUTIES. The parties recognize that Customer has retained URIEL's services for URIEL's unique development, management, visionary, project management, and leadership capabilities to direct development internally and with third parties. As such, URIEL may delegate and supervise duties under this Agreement to other persons, entities or subcontractors as desired without notice to Customer at the option of URIEL.

Employees or Independent Contractors. The parties recognize that the other's employees or independent contractors are uniquely qualified for their jobs, and that the identity of both parties' employees and independent contractors' is Confidential Information. Therefore the parties agree that, during the term of this Agreement and for a period of twenty (20) years following the termination or expiration of this Agreement, neither party shall solicit the employment of, nor employ, any of the other party's employees or Independent Contractors.



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Customer hereby grants URIEL the right to display its and third party logos, slogans (or other identifying information) and hyperlinks or banners and to present or future URIEL Web sites (including but not limited to www.urielcorporation.net, www.urielcorporation.com,) on the home page or on other portions of the Customer's Web Site(s). Customer hereby grants Uriel permission to use URIEL logos, slogans, banners, or links on Customer's Web Site at the discretion of URIEL. URIEL may elect to issue a press release related to this Agreement or according to its business. In doing so, URIEL hereby has authority to issue any release subject to approval by the other party and such approval shall not be unreasonably withheld.

Website Cost Break Down Proposal.	All Fees Paid for in Advance for at least a year. Any and All Fees are subject to change without notice.				
Items of Interest:	Description	One Time Cost	Monthly	Yearly	Yearly Total + One Time Costs
<input type="checkbox"/>	1 Domain Purchase, Transfer, & Yearly Renewal. (Paid By Credit Card; Ongoing Fee)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	2 Creation of 5 page Website (Paid By Check) Additional Pages \$50 a page.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	3 Hosting of 5 Page Website Plan (Paid By Check; Ongoing Yearly Fee Paid for in Advance)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	4 Quick Shopping Cart.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	5 Merchant Account.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	6 No Merchant Account	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	7 Online Bookkeeping	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	8 SSL Certificate	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	9 Search Engine Visibility or SEO (Paid by Credit Card; Ongoing Fee) FIRST PAGE SEARCH ENGINE RESULTS NOT GUARANTEED.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	10 Google Analytics Set Up Fee (Paid by Check;)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



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Website/Cost Break Down Proposal (CONTINUED)	All Fees Paid for in Advance for at least a year. Any and All Fees are subject to change without notice.				
Items of Interest:	Description	One Time Cost	Monthly	Yearly	Yearly Total + One Time Costs
<input type="checkbox"/> 11	Domain Ownership Protection Protected Registration; includes Private Registration to shield personal info such as name, email, address, and phone number from private viewing to protect from spam, scams, prying eyes and worse. Also includes Business Registration that posts need to know Business info about your organization into the WHOIS database including a map to your physical business, a snapshot of your website, a description of your business, a business phone number, links to your website and more. (Paid by Credit Card; Ongoing Fee)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> 12	Maintenance/Editing Per Hour (Minimum \$50 PER HOUR Charge as Needed; Paid by Check as Needed, Minimum Charge is the full hourly charge.)	AS NEEDED	AS NEEDED	AS NEEDED	AS NEEDED
<input type="checkbox"/> 13	Metatag Creation and Insertion For Search Engine Submission. (Included in Web Development Fee)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> 14	1 Email or 5 Email Accounts; PAID BY CREDIT CARD ANNUALLY	\$35 Domain Email Set Up Charge; PAID BY CHECK ONE TIME FEE	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> 15	Email Hardening To Reduce Spam. (Included in Web Development Fee)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> 16	Source and develop special custom template with special admin panel for easily editing client website. (Paid for by Check)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> 17	Add text content and single images provided by client to 5 page website on 5 web site pages. (Included in Web Development Fee)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



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Website/Cost Break Down Proposal (CONTINUED)	All Fees Paid for in Advance for at least a year. Any and All Fees are subject to change without notice.				
Items of Interest:	Description	One Time Cost	Monthly	Yearly	Yearly Total + One Time Costs
<input type="checkbox"/> 18	Managed Services-Maintaining Account & Services (paid for as needed by check at \$50 per hour; Minimum Charge is the full hourly charge.	AS NEEDED	AS NEEDED	AS NEEDED	AS NEEDED
<input type="checkbox"/> 19	Additional Hourly Work	AS NEEDED	AS NEEDED	AS NEEDED	AS NEEDED
	GRAND TOTAL BEST ESTIMATE:				
Best Estimate to Start	Includes fees above except for hourly fees as needed.				

TAXES are ADDITIONAL on all products purchased by credit card; Currently, there is No Tax On Web Development Services, Web Creation Services, or on Services. Electronic PDF Forms developed and added to the website or for use by email or for internal computer use are an additional cost that range from \$150-\$275 dollars per form. These are best estimates. It is expected that all these estimates shall be accurate within 20% of actual cost. Ongoing fees, item cost, components and service rates are subject to change without notice. These Estimates shall be valid for 30 days upon receipt.

(The rest of this page is intentionally left blank.)



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Acceptance.

I have read and understand this Work Authorization Contract and authorize work to begin on my web site to include any Statements of Work, Work Orders, Specifications, or other documents attached hereto and made part of this Agreement or Contract Order:

Authorized Signature, By: _____

Name of Client: (CUSTOMER)

Client/ Customer/Company Name:

Client Actual or Desired URL/DOMAIN:

Contract ID Order Number:

Client Credit Card Number:

Client 3 Digit Security Code On Back of Credit Card:

Client Credit Card Billing Address:

Date of Client Authorization:

Accepted by: _____

Peter J. Panopoulos, President

Uriel Corporation

Date:

PLEASE CALL 1-708-598-7314 TO ARRANGE A FAX, DO NOT SEND FAX PRIOR TO ARRANGING A FAX

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