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Quantum Internet Systems, Inc.

WEB SITE DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on _____, between Quantum Internet Systems, Inc. ("Developer"), with its principal place of business located at 6959 Regatta Dr. Grand Prairie, Texas, 76063 and _____ ("Client"), with its principal place of business located at _____ and shall be effective as of _____ (the "Effective Date").

RECITALS

WHEREAS, Developer is engaged in the business of the design and implementation of Internet web sites,

WHEREAS, Client desires to retain Developer for the design and implementation of the web site set forth herein,

NOW THEREFORE, Developer and Client agree as follows:

1. **Scope of Services**

Developer agrees to design and implement a web site for Client in accordance with the specifications set forth in "Exhibit A" (the "Statement of Work").

2. **Price and Payment Terms**

Client will pay Developer for the Development Services according to the terms and time frames for completion set forth in "Exhibit A".

3. **Term and Termination**

Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of the Development Services. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Developer for all Development Services performed up to the date of termination. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

4. **Ownership of Intellectual Property**

Developer has licensed to client certain intellectual property for use in the development of the Web Site that is the subject of a certain license agreement that is attached hereto as "Exhibit B" and incorporated herein by reference. Except as provided in the attached license

agreement, and to the extent that Developer has received payment of compensation as provided in this Agreement, Developer hereby assigns to Client all right, title, and interest in any other intellectual property created or developed by Developer for Client under this agreement.

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of the Development Services.

B. All information relating to Developer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of one (1) year after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

Developer warrants that the Development Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Limitation of Remedies

Client's sole and exclusive remedy for any claim against Developer with respect to the quality of the Development Services will be the correction by Developer of any material defects or deficiencies therein, of which Client notifies Developer in writing within ninety (90) days after the completion of that portion of the Development Services. In the absence of any such notice, the Development Services will be deemed satisfactory to and accepted by Client.

8. Limitation of Liability

In no event will Developer be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Development Services, whether in contract, tort or otherwise, even if Client has advised of the possibility of such loss or damages. Client further agrees that the total liability of the Developer for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Developer, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Developer for the Development Services during the twelve (12) month period preceding the date the claim arises. Client will indemnify and hold Developer harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Developer therein, arising out of or in conjunction with Client's performance under or breach of this Agreement. Client warrants and represents that it is the rightful owner or licensee of all content that it may provide to Developer for implementation on the web site. Client will indemnify and hold Developer harmless against any claims for infringement of intellectual property, including but not limited to infringement of any copyright, trademark, patent or trade secret made against Developer by any third party.

9. Relation of Parties

The performance by Developer of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Developer and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this agreement and for twelve (12) months thereafter, neither party will

directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas. The arbitration will be held in Texas. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Quantum Web Engine Site Admin License

License is granted to Client for a period of thirty (30) days. This term will renew automatically for an additional thirty (30) days upon expiration of the effective term, unless either party provides written notice to the other of its intent not to renew no less than thirty (30) days before expiration of the effective term. Payment of an additional fee of \$25 per site will be payable on renewal.

Developer retains all right, title and interest to the intellectual property, and grants Client an exclusive license to use the intellectual property. Title to the intellectual property attached hereto will remain vested in Developer, and nothing in this Agreement will give or convey any right, title or interest therein to Client except as a licensee under the terms of this Agreement.

18. Background Technology

Developer is the owner, licensee or sublicensee of various pre-existing development tools, routines, subroutines and/or other programs, data and materials that Developer may use or implement in the de-

velopment of the web site ("Background Technology"). The Background Technology includes but is not limited to those items listed attached hereto and made a part of this Agreement. Developer retains all right, title and interest in and to the Background Technology, and hereby grants Client a non-exclusive license to use the Background Technology only to the extent necessary to use the web site. Client is not authorized to sell or license any Background Technology or rights thereto to any other person or firm.

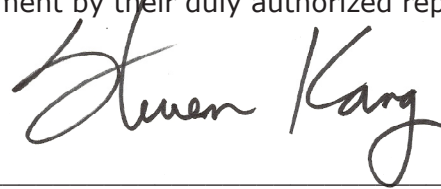
19. Expenses and Taxes

Prices quoted for Services do not include and Client will reimburse Developer for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by Client before commencing. Any applicable sales tax is to be paid by Client.

20. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.



Quantum Internet Systems, Inc.

By: _____

Title: President

Date: _____

Client: _____

By: _____

Title: _____

Date: _____