

Royal Web Designs
8544 Gibbs Way
Sacramento, CA 95823
(408) 324-4199
sabrinatorresroyal@comcast.net

Web Maintenance Contract

This is a legal and binding contract between **Royal Web Designs** and the Client listed below.

Client/Company: Blood Centers of California (BCC)

Contact Name: Lydia Bourne representing Blood Centers of California _____

Address ___ PO Box 2569 _____

City ___ Sacramento _____ State ___ CA _____ ZIP ___ 95812 _____

Phone ___ 530 758-4158 _____ Mobile _____ 916 801-0312 _____

E-mail address ___ lydiabourne@sbcglobal.net _____

Website URL: <http://bloodcentersofcalifornia.org/>

These are the terms of our contractual agreement together:

1. Authorization

The above-named "Client" is engaging Royal Web Designs; also known as "Developer", as a Website Maintenance Contractor for the specific project of updating website content on the Clients existing website.

These updates include, but are not limited to text changes, picture and graphic changes, adding necessary script or website applications. Client agrees to allow the developer passwords and access with "read/write permission" to the client's web site, store, server, file directory, cgi-bin directory, or any other directories or programs or sites which need to be accessed for maintenance and control including if needed domain management.

2. Scope of Maintenance Contract

What is included in the Website Maintenance Contract is:

1. Picture Updates – adding, editing and sizing of any pictures adding to the existing website which does not fall under the scope of the layout or actual design of existing website.
2. Text Updates – adding, editing and/or removing any text or copy on the existing site including any articles, reports, contact information and product or service description.

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3. Script Installation – adding, editing, removing and installing any scripts, programs or software to the existing website can be done under the scope of this contract provided it does not change the overall design or look of the site more than 30%. If this will change the existing website more than 30% then it would fall under the scope of a New or Redesign Contract.

The scope of this contract does not include the following;

1. Re-design of site – the scope of this contract is limited to maintenance and does not allow for complete or partial redesign of existing site.
2. Website Marketing – the scope of this contract does not include making any changes to existing Meta-tags, Alt-tags, Titles, Keywords or Page Descriptions. These tasks fall under the scope of Search Engine Optimization and require a different contract.

3. Maintenance Plans

Royal Web Designs offers 2 different non-profit Website Maintenance Plans to choose from. We offer Hourly or Flat Rate Maintenance Plans. Below are the details of these plans;

1. ___ Hourly Monthly Maintenance – with this plan there is a requirement of a minimum of 2 hours of monthly website updates performed as described. (\$25.00 hour)
2. _X_ Flat Rate Monthly Maintenance – with this plan you get 8 hours of monthly website updates performed as described. (\$50.00 month)

Cost of Contract Monthly: \$50.00

4. Maintenance Terms

For all maintenance plans or options, the client understands the term of the contract to be for one full year (twelve months), automatically renewable every year unless a written cancellation has been provided to Royal Web Designs thirty (30) days in advance of the then active term expiration date.

Maintenance Plans will be paid in advance monthly or in full for the year for the amount agreed upon by the client.

Termination by Notice - either party may terminate this Agreement with 30 (thirty) day notice to the other. Services and compensation will continue during the thirty day notice and thereafter neither party will owe any further obligation to the other. Notice from either party may be done via either postal or electronic mail.

This agreement includes ensuring of the health of website, database, and other software or programs installed on client's website. If the client or any third party other than developer or approved

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subcontractors attempts to access or accesses the server, or website and makes changes to the website, database, server or software or scripts on client website; time to repair and/or restore the website, databases or any other script on the clients website will be billed at the current hourly rate and is not included in the maintenance plan.

The Monthly Maintenance Agreement commences upon the first of the month from the date the client signs this contract is in full effect for twelve months.

5. Payment of Fees

Maintenance fees to Royal Web Designs are due and payable on the following schedule: Payment to be made on the first business day of every month for the contract term of twelve months, and if not cancelled by client with a 30 day written notice the contract will automatically renew.

Total Amount of Contract is \$ 600.00

Monthly Payment Amount is \$ 50.00

If Paid in Full \$ 600.00

Invoices shall be submitted monthly with payment due within 15 days from the date of the submitted invoice. Late payment is defined as any payment over 15 days late, a late fee of 5% will be added. Default of payment is defined as any invoice 30 days in arrears. No work will be performed until full back payments are received by Consultant.

6. Assignment of Project

This Agreement shall not be assignable by either Party without the express written consent of the other.

7. Legal Terms

Royal Web Designs does not warrant that the functions contained in these web pages or the Internet website, shopping cart, merchant accounts, databases or any other component, software or hardware or service will meet the client's requirements or that the operation of the web pages and website or any other component or service will be uninterrupted or error-free.

The entire risk as to the quality and performance of the web pages and website or any other component or service is with client. In no event will developer be liable to the client and/or clients customers or vendors or any affiliates or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website or services, even if developer has been advised of the possibility of such damages.

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If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Notwithstanding the location of signing of this document, the client agrees that for purposes of venue, this contract was entered into in Sacramento, California, and any dispute will be litigated or arbitrated in Sacramento, California.

8. Warranties and Liability

Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or Royal Web Designs. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. Client hereby agrees to indemnify and hold harmless Royal Web Designs from any claim resulting from the Client's publication of material or use of those materials.

It is also understood that the "Developer" will not publish information over the Internet which may be used by another party to harm another. Royal Web Designs will also not develop a pornography web site for the Client. Royal Web Designs reserves the right to determine what is and is not pornography.

Royal Web Designs does not warrant the functions of the site will meet Client's expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and / or error-free. Royal Web Designs is not to be held responsible for occasional downtime of email or web site due to line interruptions and/or other instances beyond Royal Web Designs control.

9. Indemnification

Client agrees that it shall defend, indemnify, save and hold Royal Web Designs harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with Royal Web Design's development of the Client's web site. This includes Liabilities asserted against Royal Web Designs, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

Client also agrees to defend, indemnify and hold harmless Royal Web Designs against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

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10. Laws Affecting Electronic Commerce

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

11. Package Agreement

The client agrees and understands that they are accepting the following Website Maintenance Contract and has read the terms and does fully understand the terms to the package accepted herein.

Client accepts;

Hourly Monthly Maintenance Package

Flat Rate Monthly Maintenance Package

11. Sole Agreement

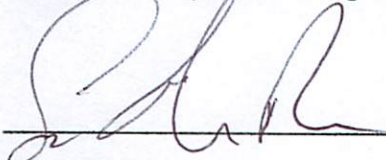
The agreement contained in this "Website Maintenance Contract" constitutes the sole agreement between Royal Web Designs and the client – BCC regarding this website. This agreement can only be modified by a subsequent written agreement executed by Consultant and BCC.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client (authorized signature):

 _____ Date 1/24/11

On behalf of Royal Web Designs (authorized signature)

 _____ Date 1/24/2011

Sabrina Torres-Royal