

Avionics International Supply, Inc.

Retail Website Agreement

Website Includes:

- **Professionally designed Website**
- **New Product Sales E-Commerce Store for ASI & Aviall Products**
- **Used Products Sales E-Commerce Store for your Products**
- **Anywhere E-Mail Services**
- **Static Page Administrative Portal to make changes**
- **Smarter Stats Internet Tracking and Marketing Program**
- **100% Product Support Management for AIS & Aviall Products**
- **All Hosting Services in Secured Data Center**
- **Full Order Fulfillment Supported by AIS & Aviall**
- **Special Offers and Discount Programs from AIS & Aviall**



1. AGREEMENT OVERVIEW

This Agreement defines the terms and conditions by and between:

hereafter referred to as "Client", and Avionics International Supply, Inc (AIS) and ZORBIS Technologies the AIS authorized E-Commerce Website software development company, hereafter referred to as "Company", for the purpose of performing work outlined in the Feature List ("FL") as described herein. "Client Sites" refers to the web applications built for the clients of the Company. These client web applications will work only in conjunction with the Main Company (AIS) Retail Web Application. They will be tied to the Main Company (AIS) Retail Web Application Database. The client sites will not be permitted to add products in the protected product section but will be able and are authorized to modify, change or add products and/or services in the pre-defined pages or parts of the website not related to the Main Company (AIS) Retail Web Application Database. The Client Sites will have their content incorporated in those pages that are marked "Content from Client". **THE CLIENT SITES ARE CONSIDERED LEASED SITES AND ARE THE PROPERTY OF THE COMPANY.** The personalized content for each site is the property of the Client.

2. FEATURE LIST

The Company Client's Retail Website Feature List (FL) has been broken down in to sections for your convenience. *The client will provide content and images for their personalized sections only.*

CLIENT WEBSITE DETAILS

- **Custom E-Commerce Site**
 - **Customer Information (Client)**
 - Main Page that can be chosen from existing templates
 - Company Information Page (Content from Client)
 - Or - About Us Page (Content from Client)
 - **E-Commerce Store (Client)**
 - List of products provided by Company
 - Images of product, when available, provided by Company
 - Prices of each product provided by Company
 - Description of each product provided by Company
 - Shopping Cart for Customer provided by Company
 - Integration with Credit Card Payment Gateway provided by Company
 - Ability to honor coupons provided by Company
 - Ability to show and accept Shipping choices provided by Company
 - Show Invoice to Customer provided by Company
 - Send customer copy of Invoice via Email provided by Company
 - **Administrator Section (Client)**
 - Ability to view Invoices
 - Ability to view Customer information
 - Ability to set Tax Rates
 - **Database (Client)**
 - Store data from website in Main AIS Company database
 - Link Client database to Main AIS Company database website



- **Request Information (Client)**
 - Allow Retail Buyers to request information from the store (Client)
 - Client Administrator is notified via email when a request is made.
- **FAQ (Client)**
 - FAQ about Customer (Content from Client)
- **Contact Us (Client)**
 - Interactive Map and Directions (Content from Client)
 - Phone & Fax (Content from Client)
 - Email (Content from Client)
 - Online query form
- **Privacy Policy (Client)**
 - Privacy Policy detailed
 - Copyright
- **Product Postcard (Client)**
 - Client can send details of any product to anyone by email
 - The details arrive in a HTML email with an image of the product and the details of the product
 - Client can include a message for the recipient of the email
- **Secure Collection of Information**
 - **Secure Socket Layer (SSL) Integration**
 - Company will integrate the Client SSL with the Main AIS Company database website
- **Additional Website Details**
 - **Additional Website Details**
 - **Content:** The content of the site will be provided by Client.
 - **Resolution:** The website will be designed for a resolution of 1024 x 768 resolution or higher.
 - **Browser Compatibility:** Site will be tested on Internet Explorer 5.5x or higher and Netscape 7.1 or higher.
 - **Web Fonts & Colors:** The website will be built using standard web fonts and colors.
 - **Compatible with Macintosh Computers (OS 9 and forward)**
 - **Browser Compatibility**
 - Microsoft Windows IE (multiple versions)
 - Netscape (multiple versions)
 - Firefox
 - Opera
 - Mac Internet Explorer
- **Hosting**
 - **Hosting of Client's Website**
 - Client's website hosting is included and provided by the Company. .
- **Credit Card Gateway and Merchant Account (Visa & Master Card Only)**
 - **Credit Card Gateway and Merchant Account**
 - Client's Credit Card Gateway and processing services are provided by the Company for all sales generated by the Client's website.
- **Email Account and Email Services**
 - **Client's Email Services**
 - Client will be provided 50 email addresses for their personal use
 - Email addresses will be utilizing the Client's domain name
 - Email services are SMTP and POP3 based. Thus you can use any commercial email client
- **Internet Services or Internet Access**
 - **Client's Internet Access or Services**
 - Client will be responsible for their own internet access from another provider
 - **No access to the internet is provided under this agreement**



3. RATES FOR CLIENT SITES (per site)

- Website Development Fee (One time fee)** **\$775.00 ***
- Monthly Fee** **\$ 89.95 ****
- Mandatory Additional Fees ***** (Transaction, Maintenance & Optimization Services)

5.95% of Gross Revenue per Transaction – Includes:

- ✓ Credit Card Processing Fee (banking fee):
(Visa, Mastercard, American Express & Discovery Cards)
- ✓ Search Engine Optimization Services
- ✓ Order Processing Services
- ✓ Accounting Services for Client transactions
- ✓ Product line & Pricing Management Services

Add on Services **Based on Service**

The operators of the Client's site can contact ZORBIS Technologies directly to engage ZORBIS Technologies for add on services or products. ZORBIS Technologies will bill the operators of those client sites directly for those services.

The monthly fees as described in this section are guaranteed till December 31, 2009.

Notes:

** The \$775.00 Website Development Fees may be ordered on any AIS Wholesale Clients account that is in good standing at the time of this agreement with a Net 30 days payment term. If Client's AIS Wholesale Account does not have open Net 30 terms, Client may elect to pay by company check or credit card.*

*** The Monthly Fee of \$89.95 will begin on the first day of the month following the confirmed launch date of the Client's website. The first billing will be for 2 months for a total of \$179.90. This fee will be billed on the Client's AIS Wholesale Account. If the Client's website has generated enough profits (after Mandatory Additional Fees) to cover the monthly fee the monthly fee may be deducted from the profits on the account. If the website has not generated enough profits (after Mandatory Additional Fees) to fully cover the monthly fee it will be billed to the Client's AIS approved Wholesale Account.*

**** The Mandatory Additional Fees will be deducted from the revenues generated from the Client's site. And will be deducted on each transaction as they occur. The Company reserves the right to collect any additional fees associated with the processing or collections of the credit card transactions. Each Client's quarterly transactions will be reviewed prior to any refunds and if there are any additional Credit Card Processing fees for the Client then these fees will also be deducted at the end of each calendar quarter (months ending March, June, September and December).*



Acceptance of Agreement & Feature List

This Contract & Feature List has been thoroughly reviewed and approved by the Client. I warrant that I have the authority to execute this contract on behalf of my company, or myself and acknowledge that I have read and understand this contract and have received a copy.

CLIENT INFORMATION: **DATE:** _____

AIS Account Number	
Current URL Address	WWW.
Company Name	
Location Address	
City, State & Zip Code	
Billing Address	
City, State & Zip Code	
Phone Number	
Fax Number	
Contact Person	
Contact Person Email	

Company Representative Signature: _____

Company Representative Title: _____

PLEASE RETURN TO:

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