

Patricia Blassingame
Web Development and Design

Company / Client _____

Phone _____ FAX _____

Authorized Representative of the Client _____

Address _____

City _____ State _____ Zip _____ Country _____

E-mail address _____

Present WWW URL (if any): _____

Terms of Agreement

1. Authorization

The above named client is engaging Patricia Blassingame, Burleson, Texas, as an independent contractor for the specific purpose of developing and/or improving World Wide Web site to be installed on the client's web space located on an Internet Service Provider's (ISP) server.

Hereafter, the client will be known as the "Client" and Patricia Blassingame will be known as the "Developer."

The Client will establish a separate contract with an Internet Service Provider (ISP) for hosting, or the Developer will establish one for the Client. The Client hereby authorizes the Developer to access this account, and authorizes the Host Provider to provide the Developed with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs, which need to be accessed for this project.

2. Standard Hosting Service

Developer will either secure a hosting account on behalf of the Client, or the Client may secure the account independently. We offer the Client the ability to secure this account independently as a way to help the Client control cost. If however, the Client is not an advanced user of the Internet, the Client is encouraged to use the services of the Developer to secure and maintain this account.

3. Domain Registration

The Developer will secure a domain name (www.myname.com) for the Client at the Client's request. All charges incurred in doing so will be billed to the Client as an addition to the base price

contemplated by this agreement. These are Internic fees, and are not a source of income for the Developer. Or with assistance, the Client may register a domain name by his/her self.

4. Training

The Developer will provide e-mail and telephone assistance to the Client's designated representatives regarding management of the Client's web site. Sometimes, however, training for groups on-site at the Client's place of business is desired. If this is desired the charges incurred by the Client for training and the details of what will be provided will be listed in Appendix A of this agreement.

5. Base Package / Graphic Creation / E-mail

This agreement contemplates up to 12 standard branding web pages with layout, graphic creation and Navigation included. This contract also includes a provision to assist the Client with e-mail setup using the maximum number of accounts allowed by the Client's domain host.

6. Text.

The Client should supply final text unless otherwise specified in Appendix A. 500 words per page approximate standard if not supplied via diskette, CD, or email.

7. Cross Browser Compatibility.

Our agreement contemplates the creation of a web site viewable by both Netscape and Microsoft Internet Explorer. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. Client is aware that some advanced techniques on the Internet, however, may require a more recent browser version and brand or plug-in. Client is also aware that as new browser versions of Internet Explorer and Netscape are developed, the new browser versions may not be backward compatible. In the absence of a Maintenance Agreement time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the base price of our agreement.

8. Graphic Creation / Banner Advertisements.

It is anticipated that the Developer will create, capture or receive from the Client all the graphic elements necessary to complete the Client's web site. This includes creating the company logo, ancillary images, animated graphics and banner advertisements. This also includes photography or scanning services as listed below.

9. Scanning.

This agreement contemplates scanning up to 5 images for the Client. It is contemplated that this will accommodate the needs of most Clients. If more than 5 images need to be scanned the charge will be \$50.00 per hour (30 minutes or less = \$25. 30 minutes+ = \$50) after the 5-image allowance has been reached.

Please note: If you anticipate needing extensive scanning service, please discuss this need with your sales professional. Your bill can quickly increase with scanning and color correction service.

10. Page Redirection / Plug-in Technology

Java Script programming necessary to complete the Client's site is included in the base price of this contract. JavaScript programming also includes page redirection based on the presence or absence of a viewer's browser, plug-in, screen resolution and platform. Note however, that if additional pages are necessary to accommodate specific browsers, plug-in technology, screen resolutions, or platforms additional charges may apply at the standard rate of \$50/hour.

11. Java Applets.

This agreement does not contemplate the use of Java Applets unless specified in Appendix A. Clients are encouraged to not use Java Applets as many viewers on America Online will be served an error

when trying to view the page. Java Applets may also 'crash' older computers on download and download times for some viewers can be excessive.

12. CGI / Perl.

This contract contemplates one basic form embedded on the Author's web site with the data captured in each form delivered to the Client at the Client's specified e-mail address. If the Client requests a specific script beyond this capability and it must be purchased by the Developer at the Client's request, the charge for the script plus any setup fees, if any, will be billed back to the Client.

13. Macromedia Flash

Macromedia Flash is always an option to the Client's of the Developer. If chosen, the specific understanding of our arrangement will be listed in Appendix A. Flash work is charged by the hour, the Developer warrants to protect the client by specifying a maximum charge in advance which will be listed in Appendix A.

The Developer warrants to work earnestly to come in under the maximum charge.

14. DHTML

Our base agreement does not contemplate using DHTML technology. However, as with Macromedia Flash this is always an option for the Author. If DHTML technology is desired by the Author, the rate to program each DHTML page will be specified in Appendix A. The Author understands that DHTML technology may not work in older browsers and some DHTML technology is not cross-browser specific.

15. Real Audio/Video.

Our base agreement does not contemplate using Real Audio or Real Video on the Client's site. If chosen, however, the charges for such will be listed in Appendix A.

16. QuickTime /QuickTime VR

Our agreement does not contemplate using QuickTime or QuickTime VR technology on the Client's web site. This is, however, certainly an option for the Client. If chosen, the charges for such will be listed in Appendix A.

17. E-commerce.

This contract contemplates the possibility of an e-commerce enabled site. If a shopping cart is required for the Client's site, Miva Merchant or Cold Fusion Web Store will be the default software used and hostmysite.com will be the host.

The charges for the shopping cart will be listed separately and in addition to the base agreement of the web site.

18. Secure Certificate

This agreement contemplates the possibility of an e-commerce enabled site. If the Client selects an e-commerce enabled site, the Client is encouraged to obtain a secure certificate for online transactions. The Client understands that if they do not obtain their own secure certificate, design capabilities on the shopping cart itself may be limited and the Developer is not responsible for insecure transactions.

19. Merchant Account

If the Client's web site requires the ability to accept credit cards, the Client will need a Merchant Account. The Client understands that any charges necessary to secure the Merchant Account are not covered by this agreement.

20. Cold Fusion.

Sites requiring database design may require Microsoft ASP or Allaire Cold Fusion technology. Any charges applicable to ASP or Cold Fusion are in addition to the base price of our agreement and will be listed in Appendix A.

21. Databases.

This agreement does not include a provision for the creation of a database unless specifically listed in Appendix A. If your site requires a database the charges for such will be listed in Appendix A.

22. Payment Terms / Work Flow

A non-refundable retainer of at least \$250 is required to begin work. If cost estimate of the Client's web site is More than \$1000, a non-refundable retainer of 50% calculated total is required.

Once the Developer basic receives the retainer site design concepts will be put online for the Client's viewing and approval. Alternatively, Developer may show Client the designs in person via Client's computer. Communication between the Developer and the Client is crucial during this phase to ensure that the ultimate publication will match the Client's taste and needs. Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design. Once this acceptance is received from the Client, the work necessary to complete the project will begin.

Authors should continue, however, to continually view updates to the site and express their preferences or dislikes to the Developer. Upon completion of the web site, an e-mail or letter and invoice will be sent to the Client advising the Client that the work has been completed. Final payment of the remaining balance plus any additional charges incurred will due within ten (10) business days after delivery of this e-mail or letter and invoice. If the ten (10) day minimum is not met an additional charge of 10% is due. If payment is not made within thirty (30) days of notification, simple interest will accrue on the balance owed at a rate of 18% from the date the 10% penalty was levied.

Developer reserves the right to remove all web content from the Internet if payment is not made within ten (10) days after delivery of our completion notification. Most frequently, problems making payment timely are the result of poor communication channels in a company's Accounting Department. If a payment delay is anticipated, please contact the Developer to discuss potential problems in advance. If problems are anticipated we may be able to accommodate an alternate arrangement.

23. Client Amends

Developer prides itself in providing excellent customer service. That is the spirit of our agreement and the spirit of the Developer's business. To that end, we encourage input from the Client during the design process.

The Developer understands, however, that Clients may request significant design changes to pages that have already built to the Client's specification. To that end, please note that our agreement does not include a provision for "significant page modification" or creation of additional pages in excess of our agreed 12-page maximum. If significant page modification is requested after a page has been built to the Author's specification, we must count it as an additional page.

Some examples of significant page modification at the request of the Author include:

Developing a new table or layer structure to accommodate a substantial redesign at the Client's request.

Recreating or significantly modifying the company logo graphic or any graphics at the Client's request.

Replacing more than 75% of the text to any given page at the Client's request.

Creating a new navigation structure or changing the link graphics at the Author's request.

Significantly reconfiguring the Client's shopping cart with new product, shipping or discount calculation if an e-commerce enabled site has been selected by the Client.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved design of each page are encouraged to negotiate an agreement which exceeds the 12 page maximum. If the Client requests significant page modification after the 12-page maximum has been reached the charge will be \$50/hour for each additional page. Moderate changes, however, will always be covered during our development of the site and also covered by our 30 days of free maintenance.

Again, we strive to accommodate the needs of each Client and we maintain a liberal redesign policy. We cannot, however, provide major redevelopment services to the in excess of the 12-page maximum contemplated by this agreement.

24. Maintenance Agreements

Maintenance Agreements are negotiated on a Client-by-Client basis, as each Client will have differing needs. This is another way the Developer seeks to help the Client control cost. If you have chosen a Maintenance Agreement the terms of such will be listed as Appendix B to this agreement.

Developer offers two kinds of maintenance agreements. In one, the Client pays a fixed monthly rate for such things as changing price to an item, adding additional inventory, making moderate graphic changes, and coordinating delivery of the web site with the Host Provider. In the other agreement, the customer pays on an 'as needed' hourly basis.

25. Third Party or Client Page Modification

Some Clients will desire to independently edit or update their web pages after completion of the site as a way to control costs and avoid the expense of a Maintenance Agreement. This is always an option for Clients of the Developer. If the Client desires this capability, it will be specifically listed in Appendix A.

Note however, that if this option is selected and the Client or an agent of the Client other than the Developer attempts to update the web site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at an hourly rate of \$75. There is a one-hour minimum. In this regard, Clients are encouraged to obtain a Maintenance Agreement.

26. CD Burning.

The Developer will burn one copy of the Client's web site into a CD at the Client's request upon completion of the site. Additional copies of the CD are available for \$25.00 each.

27. Search Engine Registration

The Developer will optimize the Clients web site with appropriate titles, keywords, descriptions and text and thereafter submit the Client's web site to each of the major search engines and directories including free Yahoo. The Developer also offers advanced search engine optimization and site promotion services. If advanced search engine optimization and site promotion services are desired the agreement for said services will be listed in Appendix A.

The Developer encourages all commercial Clients to obtain advanced Search Engine Optimization and Site Promotion services.

28. Assignment of Project

The Developer reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. The Developer warrants all work completed by subcontractors for this project. When subcontracting is required, the Developer will only use industry recognized professionals.

29. Additional Expenses.

Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project. Examples would be:

Purchase of specific fonts at the Client's request,
Purchase of specific photography at the Client's request.
Purchase of specific software at the Client's request.

30. Copyrights and Trademarks

The Client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, audio, video or other artwork furnished to the Developer for inclusion in the Client's web site are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

31. Age

Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering a contract in the State of Texas on behalf of the Client.

32. Limited Liability

Author 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 the Developer. 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 the Developer 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. The Developer will also not develop a pornography or warez web site for the Client. The Developer reserves the right to determine what is and is not pornography.

33. Indemnification.

Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's development of the Client's web site. This includes Liabilities asserted against the Developer, it's subcontractors, it's 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 the Developer 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.

34. Laws Affecting Electronic Commerce.

The Client agrees that it is responsible for complying with the laws, taxes, and tariffs related to e-commerce, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of Internet electronic commerce.

Author also understands that the Developer cannot provide legal advice.

35. Ownership to Web Pages and Graphics.

Copyright to the finished assembled work of web pages produced by the Developer and graphics shall be vested with the Client upon final payment for the project. This ownership is to include, design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

36. Design Credit.

Client agrees that the Developer may put a byline on the bottom of their any or all web pages Establishing design and development credit. Client also agrees that the web site created for the Client may be included in the Developer's portfolio.

37. Nondisclosure.

The Developer its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Developer to another party.

38. Author Referral Commission Program

The Developer recognizes 'word-of-mouth' advertising as our most favorable method of developing new business. As such, we want to reward customers who are pleased with our work and refer us to another individual, business, or organization.

If you refer our services to another party and we ultimately establish a contract with that party, we will provide you, the Client, with 30 days of free maintenance service. For Clients who regularly help us attract new clients, this can result in a virtually free Maintenance Agreement.

39. Completion Date

The Developer and the Client must work together to complete the web site in a timely manner for both parties to remain profitable.

We agree to work expeditiously to complete this project no later than:

_____.

40. Cancellation

Certified letter must make cancellation of the project at the request of the Client. In the event that work is postponed or canceled at the request of the Client by registered letter, the Developer shall have the right retain the original retainer. In the event this amount is not sufficient to cover the Developer for time (\$50 per hour) and expense already invested in the project additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification via registered letter to stop work. Final payment will be expected under the same terms as listed in Article 22 above.

41. Arbitration.

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator suitor pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Author shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Developer.

42. Entire Understanding.

This contract and the Appendices attached thereto constitute the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Developer. Specific details of our agreement will be attached as Appendix A, Appendix B, and Appendix C if needed.

Both parties warrant that they have read and understand the terms set forth in this agreement.

This agreement shall be governed and construed in accordance with the laws of the State of Texas

On behalf of the Client . _____

Date _____

On behalf of the Developer _____

Date _____