

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 thirty (30) days after delivery of our completion notification. 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.

Text

Final text will be supplied by the Client unless otherwise specified. Creation of additional text composition (content) not supplied via email attachment by the Client but requested by the Client will be charged at a rate of \$65 per hour. This includes transcribing to docs from handwritten materials. The client is responsible for inspecting and approving the final copy. Instructing the Developer to upload material to the Internet, to send material to the printer, or to deliver material in any other form, constitutes approval by the Client of the material. The Client is the final inspector of the design project. Please print pages in need of modifications and mark corrections for the design Developer to make. Emailing PDF's with markup to the Developer is an alternate method of communicating desired changes during the development phase.

Minor Edits

You will have up to 2 weeks of free changes to minor typos or word changes after your site has launched (Gone Live).

Photography

Photography is usually supplied by the Client (staff photos, product photos, etc.). Photography can be provided with an additional charge. This charge will be minimal; an example of quality, affordable, royalty-free stock photos that might be incorporated in your site can be found here: <http://dreamstime.com>

Links

This agreement contemplates up to an average of 10 external or relative links per page and an email response link on each web page to any email address the Client designates.

Cross Browser Compatibility

Our agreement contemplates the creation of a website viewable in current browser versions of Safari and Google Chrome. Slight visual differences always exist as different browsers and browser versions render code in different ways. 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 are developed, the new browser versions may not be backward compatible.

Scanning and Images

Image scanning, if requested by the Client, will be charged at \$3.00 per image. As some websites are image-intensive, it is necessary to price image placement at the Client's request at a rate of \$10.00 per image when more than 8 images are placed per page (separate from base price). This price for surplus image placement includes special effects such as photo touch-ups, resizing and color corrections. Rates for graphic design creation of JavaScript rollovers or special design content will be discussed and accessed on a customer-to-customer basis and appended to this contract.

Client Amends

Piñata Sky Design Studio 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 that Clients may request significant design changes to pages that have already been built to the Client's specification. To that end please note that our agreement does not include a provision for "significant page modification". If significant page modification is requested after a page has been built to the Client's specification, we must count it as an additional page.

Some examples of significant page modification at the request of the Client 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 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 Client's request.

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. This is always an option for Clients of the Developer.

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 website 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 \$65.

Additional Expenses

Client agrees to reimburse the Developer for any critical Client-requested expenses necessary for the completion of the project, such as:

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.

Copyrights and Trademarks

The Client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Client's website 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.

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.

Limited 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 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 website for the Client. The Developer reserves the right to determine what is and is not pornography.

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 website. This includes Liabilities asserted against the Developer, 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 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 website. 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..

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.

Client also understands that the Developer cannot provide legal advice.

Ownership to Web Pages and Graphics

All materials developed under this contract and intended for publication to the web remain the property of Developer until such time as final payment for the work described herein has been tendered by Client. At this time, copyright to the finished assembled work of web pages produced by the Developer and graphics shall be vested with the Client and may be used by them, as desired.

Design Credit

Client agrees that the Developer may add a byline on the bottom of their index.html or main.html web page establishing design and development credit. Client also agrees that the website created for the Client may be included in the Developer's portfolio.

Cancellation

Cancellation of the project at the request of the Client must be made by certified letter. 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 50% deposit. In the event this amount is not sufficient to cover the Developer for time (\$65 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.

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 Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Developer.

Entire Understanding

This contract constitutes 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.

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. Tax is Due only for projects originating in or paid for from Texas (currently 8.25%) All other states are Tax Free.

Thank you for choosing Piñata Sky Design Studio!