



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 Developer 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. 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 fees are not a source of income for the Developer.

## 3. Text.

Final text should be supplied by the Client unless otherwise specified. Creation of additional text composition not supplied on diskette by the Client but requested by the Client will be charged at a rate of \$59.00 per hour. 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.

## 4. Links.

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

## 5. Cross Browser Compatibility.

Our agreement contemplates the creation of a web site viewable by both Microsoft Internet Explorer 6.0 and Netscape 7.2. 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.

## 6. Scanning and Images.

Image scanning 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 \$15.00 per image (separate from base price). including 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. Please note: If you anticipate needing extensive scanning service, please discuss this need with your sales professional. Discounts are available for volume scanning service.

## 7. Payment Terms / Work Flow.

A minimum deposit of \$250 required to commence work unless otherwise agreed upon.

Once the deposit is received by the Developer basic site design concepts will be put online for the Client's viewing and approval. Alternatively, Developer may show Client the designs in person via laptop 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 become due within fifteen (15) business days after delivery of this e-mail or letter and invoice. If the fifteen (15) 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 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.

#### 8. Client Amends.

Piñata Sky Design Studio for the Web 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 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 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 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.

#### 9. 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.

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 \$59. New Rule: There is a NOT an hourly minimum. If your updates only take 20 minutes to complete, you will only pay \$15 for the work. Ten minutes = \$7.50, and so on...

#### 10. 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 \$15.00 each.

#### 11. 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.

#### 12. 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 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.

#### 13. 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.

#### 14. 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.

#### 15. 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..

#### 16. 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.

#### 17. 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 photos, graphics, and text.

#### 18. Design Credit.

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

#### 19. 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 (\$59 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.

20. 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.

21. 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 Due only for projects originating in or paid for from Texas - all other states are Tax Free.

On behalf of the Client\_\_\_\_\_

Date\_\_\_\_\_

On behalf of the Developer\_\_\_\_\_

Date\_\_\_\_\_

*Thank you for choosing Piñata Sky Design Studio !*