

Web Development and Design Contract

Company/Client _____

Phone _____ Fax _____

Authorized Representative of the Client

Address _____

City _____ State ____ Zip Code _____

Email address _____

Present URL _____

User Name _____ Password _____

Terms of Agreement

1. Authorization

The above named client is engaging NS Computing, a sole proprietor, as an independent contractor for the specific purpose of developing and/or improving a 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 NS Computing will be known as the "Developer."

The Client will establish a separate contract with an 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 Developer with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs that need to be accessed for this project.

2. Domain Registration

The Developer will secure a domain name (<http://www.clientdomainname.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, and are not a source of income for the Developer.

If the Client already has a domain name, the Developer will coordinate redirecting the address to the new host. Should the Client desire a specific domain name which is already owned by another party and negotiations for said domain name must be undertaken by the Developer, additional charges may apply. The Client will be contacted in advance before any negotiations of this nature are undertaken or charges are incurred.

3. Training

The Developer will provide email 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.

4. Base Package

This agreement contemplates standard branding web pages with layout, graphic creation and JavaScript included at a rate agreed upon in Article 17.

5. Text

Final text should be supplied by the Client unless otherwise specified in Appendix A. 500 words per page approximate standard if not supplied via diskette. Web pages of more than 1,200 words of text may be subject to additional fees for increased formatting time.

6. Cross Browser Compatibility

Our agreement contemplates the creation of a web site viewable by both Netscape Navigator 4.0 and Microsoft Internet Explorer 4.0. 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.

7. Graphic Creation

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 ancillary images, animated graphics and banner advertisements. This also includes photography or scanning services as listed below.

8. Photography

For Client's residing in the Melbourne metro area, the Developer will at the request of the Client, visit the Client's place of business and capture up to 10 images for inclusion on the Client's web site. Photographic retouching of these images is included in this agreement. If more than 10 images need to be photographed the charge for each will be \$5.00 after the 10 image allowance has been reached.

9. Scanning

This agreement contemplates scanning up to 10 images for the Client. If more than 10 images need to be scanned, the charge for each will be \$5.00 after the 10-image allowance has been reached.

10. Java Applets

This agreement does not contemplate the use of Java Applets. 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.

11. CGI / Perl / PHP / MySQL

This contract does not contemplate the use of CGI or Perl/PHP scripting technologies. If a specific script is requested by the Client and it must be programmed by the Developer at the Client's request, the charge for the script, if any, will be billed back to the Client.

12. Macromedia Flash

Macromedia Flash is an option to the Client's of the Developer. If chosen, the specific understanding of our agreement will be listed in Appendix A.

13. DHTML

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

14. 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.

15. QuickTime / QuickTime VR

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

16. Databases

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

17. Payment Terms / Work Flow

A minimum deposit of \$\$. \$\$ is required to commence work. All regular work as defined in Article 4 will be billed to the Client at an hourly rate of \$\$. \$\$.

Once the \$XXX.XX 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 lap top 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 email 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.

Clients should continue to continually view updates to the site and express their preferences or dislikes to the Developer. Upon completion of the web site, an email 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 be due within fourteen (14) business days after delivery of this email or letter and invoice. If payment is not made within fourteen (14) days of notification, simple interest will

accrue on the balance owed at a rate of 18% from the date the payment was due.

Developer reserves the right to remove all web content from the Internet if payment is not made within thirty (30) days after delivery of the completion notification. If a payment delay is anticipated, please contact the Developer to discuss potential problems in advance.

18. Maintenance Agreements

Maintenance Agreements are negotiated on a Client by Client basis as each Client will have differing needs. Developer offers a maintenance agreement in which the customer pays on an 'as needed' hourly basis.

19. 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 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 \$75.00. There is a one hour minimum. In this regard, Clients are encouraged to obtain a Maintenance Agreement.

20. 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.

21. Search Engine Registration

The Developer will optimize the Client's web site with appropriate titles, keywords, descriptions and text and can thereafter submit the Client's web site to some of the major search engines and directories such as Yahoo.

22. 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

23. 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.

24. 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 policy.

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 otherwise unethical web site for the Client. The Developer reserves the right to determine what is and is not unethical content.

25. 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, 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, employees 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 upon 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.

26. 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.

27. Design Credit

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

28. 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.

29. 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:

30. 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 cancelled at the request of the Client by certified letter, the Developer shall have the right to retain the original \$\$\$ deposit. In the event this amount is not sufficient to cover the Developer for time (\$\$. per hour) and expenses 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 certified letter to stop work. Final payment will be expected under the same terms as listed in Article 17 above.

31. 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.

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

On behalf of the Client _____

Date _____

On behalf of the Developer _____

Date _____