

Company / Client:

Phone:

Fax:

Authorized Representative of the Client:

Address:

City:

State:

Zip:

Email Address:

Web Address:

User Name:

Password:

Project:

Terms of Agreement

1. Authorization

The above named client is engaging Stith Graphics, located at 117 Maple Street, Mount Orab, OH 45154, 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, to create custom graphic design for print/advertisement, or for consultation in regards to a branding project. Hereafter, the client will be known as the "Client" and Stith Graphics will be known as the "Developer."

For web projects, 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 an account with a Host Provider 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. Please note: Using an alternate host is always an option for the Client. Should the Client desire to use a specific Host Provider, the name of the host provider and the terms of the hosting agreement will be listed in Appendix A.

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 Internet fees, 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.

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 _____ standard branding web pages with layout, graphic creation and JavaScript included.

This contract also includes a provision to assist the Client with e-mail setup using the maximum number of accounts allowed by the

Host Provider. Current e-mail clients supported by the Developer include all versions of Microsoft Outlook Express and Netscape Communicator.

We include one meeting or consultation of up to 2 hours in total free of charge. Telephone long distance charges are in addition to package rates quoted. Additional meetings and consultations will be billed at our hourly rate.

6. Text.

Final text will be supplied by the Client. All content text shall be provided by the Client point of contact in Microsoft Word .doc or .RTF format. Submission can be made as: an email attachment; or a 1.44 MB floppy diskette; or a 100 MB zip diskette.

500 words per page approximate a standard web page. Web pages of more than 1,200 words of text may be subject to additional fees for increased formatting time.

If the client does not supply Developer complete text and graphics content for all web pages contracted within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is advertised.

7. Links.

This agreement contemplates up to an average of _____ external or relative links per page and an e-mail response link on each web page to any e-mail address the Client designates. This agreement also contemplates making any link the Client desires "pop up" in a new window if requested at the specific dimensions and configuration specified by the Client.

8. Cross Browser Compatibility.

Our agreement contemplates the creation of a web site viewable by Netscape 4.xx, NN6.xx and Microsoft Internet Explorer 5.xx and Explorer 6.xx. 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.

9. 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, and animated graphics. This also includes photography or scanning services as listed below. This contract does not contemplate, however, the creation of banner advertisements. For print production, it is anticipated that the Developer will create, capture or receive from the Client all the graphic elements necessary to complete the production piece. This also includes obtaining or creating the company logo (as specified in Appendix A) ancillary images, and illustrations. This contract does not contemplate, however, the creation of advertisements placed in the print production unless otherwise stipulated in Appendix A.

10. Photography.

For Client's residing in Brown, Clermont, Hamilton and Warren Counties of Ohio, the Developer will at the request of the Client visit the Client's place of business and capture up to _____ images in digital format for inclusion on the Client's web site. Photographic retouching of these images is included in this agreement. If photographic capture is necessary and the Client's place of business resides outside Brown, Clermont, Hamilton and Warren Counties of Ohio subcontractors may be necessary or the Client may choose to capture the photographs independently.

11. Scanning.

This agreement contemplates scanning up to 10 images for the Client. It is contemplated that this will accommodate the needs of most Clients. 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. Please note: If you anticipate needing extensive scanning service, please discuss this need with your sales professional. Discounts are available for volume scanning service.

12. 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 if the page maximum contemplated by our agreement is exceeded.

13. 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 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.

14. CGI / Perl.

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

15. 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. Although 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.

16. 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.

17. 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.

18. 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.

19. E-commerce.

This contract contemplates the possibility of an e-commerce enabled site. If a shopping cart is required for the Client's site, _____ or _____ will be the default software used and _____ will be the host. The charges for the shopping cart will be listed in Appendix A as an addition to the base price of this agreement.

20. 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.

21. 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.

22. CyberCash / Authorize.net

If the Client has a high volume / high sales web site, real-time credit card processing will be desired as an addition to

_____ or _____ technology. In this instance, the Developer will assist the Client in obtaining this service. Any charges related to this service are payable to _____ or _____ will be billable to the Client as an addition to the base price of this agreement.

23. Cold Fusion, ASP.

Sites requiring database design may require Microsoft ASP or Macromedia 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.

24. 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.

25. Payment Terms / Work Flow

A minimum deposit of one third (33%) of the total amount is required to commence work. Once the first 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 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, and the second third of the total amount will be paid.

Clients 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 33% balance plus any additional charges incurred will due within thirty (30) business days after delivery of this e-mail or letter and invoice.

If the thirty (30) 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. 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.

26. 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/production modification" or creation of additional pages in excess of our agreed page maximum. 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/production modification at the request of the Client include:

- Developing a new 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.
- 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 page maximum.

If significant page modification is requested by the Client after the page maximum has been reached the charge will be \$150.00 for each additional page. Moderate changes, however, will always be covered during our development of the site and also covered by our one month of free maintenance.

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

27. 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.

28. 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 B.

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 the hourly rate of \$95. There is a one hour minimum. In this regard, Clients are encouraged to obtain a Maintenance Agreement.

29. CD Burning.

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

30. 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 once to each of the free major search engines and directories.

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 B.

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

31. 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.

32. 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.

- Submittal to specific search engines at the Client's request.
- Purchase of hosting services, domain registrations or additional bandwidth at the Client's request.

33. 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.

34. 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 Ohio on behalf of the Client.

35. 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 web site for the Client. The Developer reserves the right to determine what is and is not pornography.

36. 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, 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.

37. 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 can not provide legal advice.

38. Ownership to Web Pages and Graphics.

Copyright to the finished assembled work of web pages/print production 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.

All materials developed under this contract and intended for publication to the web/production remain the property of Developer until such time as final payment for the work described herein has been tendered by Client. At this time, all materials become the property

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of Client and may be used by them, as desired. Should materials described in this contract be used on the web by Client before the tender of final payment, then this contract is breached and appropriate penalties will apply.

39. 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.

40. 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.

41. Client 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 two months of free maintenance service on the Client web site or provide a referral discount of 5% on the next contracted service. For Clients who regularly help us attract new clients, this can result in a virtually free Maintenance Agreement.

42. 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:

43. 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 deposit. In the event this amount is not sufficient to cover the Developer for time 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 25 above.

44. 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.

45. 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.

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 Ohio.

On behalf of the Client _____ Date _____

On behalf of the Developer _____ Date _____

Thank you for choosing Stith Graphics

(Attach Article A - Project Terms; Article B: Maintenance Terms.)