

## Web Site Design Contract

This is a legal and binding contract between **WEBNIP SOLUTIONS** and the **CLIENT** listed below.

### WEBNIP SOLUTIONS

(P) 281-250-3443

(F) 832-242-3543

### CLIENT

Company \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ ZIP \_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

E-mail address \_\_\_\_\_

Present WWW URL (if any):

\_\_\_\_\_

Username \_\_\_\_\_ Password \_\_\_\_\_

These are the terms of our agreement together:

**1. Authorization.** The above-named **CLIENT** is engaging **WEBNIP SOLUTIONS**, known as **WEBNIP SOLUTIONS**, a sole proprietor, as an independent contractor for the specific purpose of developing and/or improving a web site. The **CLIENT** hereby authorizes **WEBNIP SOLUTIONS** to access the above FTP account, and authorizes the web hosting service to provide **WEBNIP SOLUTIONS** 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. The **CLIENT** also authorizes **WEBNIP SOLUTIONS** to publicize their completed web site to Web search engines, as well as other Web directories and indexes.

### 2. Standard Web Site Package:

**Domain Registration:** **WEBNIP SOLUTIONS** will secure a domain name 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 **WEBNIP SOLUTIONS**.

If the **CLIENT** already has a domain name, **WEBNIP SOLUTIONS** will coordinate redirecting the address to the new host. Should the **CLIENT** desire a specific domain name, which is already owned by another party, negotiations for said domain name must be undertaken by the **CLIENT**.

**Text.** Copy for web site must be supplied by the **CLIENT** via disk or email attachment. Otherwise, if not supplied on disk or via email, there will be an additional charge for typesetting.

**Links.** This agreement contemplates for external or relative links per page and an e-mail response link on each web page to any e-mail address specified by **CLIENT**.

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 Author.

**Photos.** Photos and other misc. graphic images must be supplied by **CLIENT**.

**Scanning.** This agreement contemplates scanning up to 10 images for the **CLIENT**. It is contemplated that this will accommodate the needs of most Clients. Please note: If you anticipate needing extensive scanning service, or need large format images scanned, please contact **WEBNIP SOLUTIONS** for pricing and / or discounts on volume scanning.

**Installation.** Finished site will be uploaded to the hosting company provided by **WEBNIP SOLUTIONS**.

**Site publicity.** The site will be subject to a one-time blast submission to at least 12 of the major Web search engines, such as Yahoo, Google, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, etc.

**E-mail response link** on each web page to any e-mail address the **CLIENT** designates.

**Cross Browser Compatibility.** Our agreement contemplates the creation of a web site viewable by Microsoft Internet Explorer. Compatibility is defined herein as all critical elements of each page being viewable in this browser. **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 version of Internet Explorer is developed, the new browser version may not be 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.

**CGI / Perl.** This contract contemplates one basic form embedded on the **CLIENT**'s website 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 or created by " **WEBNIP SOLUTIONS**" at the **CLIENT**'s request, the charge for the script, if any, will be billed back to the **CLIENT**.

**Image Map.** For internal navigation (Not included in the package price for sites smaller than 6 pages.)

**3. Standard Web site Packages only.** The content of the web pages will be supplied by the **CLIENT** and executed as specified by the **CLIENT** in the "Web Site Planning Worksheet" dated \_\_\_\_\_. This web site includes up to \_\_\_\_\_ web pages. In case the **CLIENT** desires additional standard web pages beyond the original number of pages specified above, the **CLIENT** agrees to pay **WEBNIP SOLUTIONS** an additional \$\_\_\_\_\_ for each additional web page. Graphics or photos beyond the allowed average of 1.3 per web page shall be billed at an additional \$\_\_\_\_\_ each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified below. The store size and additional services, and prices of each are detailed on the attached estimate.

**4. Online stores only.** The text and graphic content of the web pages will be supplied by the **CLIENT** and executed as specified by the **CLIENT** in the "Web Page Planning Worksheet" and / or the Store Planning Worksheet. It is understood that total prices calculated are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final store. An Estimate is listed in Appendix A and governs the prices for this contract. Not with standing any prices listed in literature or on web pages, the **CLIENT** and **WEBNIP SOLUTIONS** agree that the services described above in this section shall be completed for the amount indicated in Appendix A and / or Appendix B and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed at the prices attached.

We include e-mail/phone consultation of up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping Clients learn to use the store software. Telephone long distance charges are in addition to package rates quoted. (Additional education and consultation is at our hourly rate.)

Product web pages, products, or photos added after the store is ready for advertising to the Web search engines will be calculated for actual time spent at the hourly rate specified below.

## 5. Available Services:

This agreement includes all the mentioned services plus:

**Page Redirection / Plug-in Technology.** JavaScript programming 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.

**Graphic Creation / Banner Advertisements.** This custom package contemplates that the "**WEBNIP SOLUTIONS**" will create, capture or receive from the **CLIENT** all the graphic elements necessary to complete the **CLIENT**'s web site. This includes creation / redesign of Corporate Identity (logo), ancillary images, animated graphics, photography and banner advertisements.

**Macromedia Flash** Macromedia Flash is always an option and the specific understanding of our arrangement will be listed in Appendix A. Although Flash work is charged by the hour, **WEBNIP SOLUTIONS** warrants to protect the **CLIENT** by specifying a maximum charge in advance which will be listed in Appendix A. **WEBNIP SOLUTIONS** warrants to work earnestly to come in under the maximum charge.

**DHTML** This custom package contemplates using DHTML technology. 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.

**Real Audio/Video.** This custom package contemplates using Real Audio or Real Video on the **CLIENT**'s site. If chosen, however, the charges for such will be listed in Appendix A.

**QuickTime / QuickTime VR** This custom package contemplates using QuickTime or QuickTime VR technology on the **CLIENT**'s web site.

**E-commerce.** This custom package contemplates the possibility of an e-commerce enabled site. If a shopping cart is required for the **CLIENT**'s site, the charges for the shopping cart will be listed in Appendix A.

**Secure Certificate.** 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.

**Merchant Account** The **CLIENT** will need a Merchant Account to enable the ability to accept credit cards online. Any charges necessary to secure the Merchant Account are chargeable to the **CLIENT**.

**Real Time Credit Card Processing.** If the **CLIENT** has a high volume / high sales web site, real-time credit card processing will be desired. In this instance, **WEBNIP SOLUTIONS** will assist the **CLIENT** in obtaining this service. Any charges related to this service are the responsibility of the **CLIENT** as an addition to this agreement.

**ASP / PHP.** Sites requiring database design may require Microsoft ASP or PHP technology. Any charges applicable to ASP or PHP are in addition to this agreement.

**Databases.** Costs for creation of a database will be specifically listed in Appendix A.

**Training.** **WEBNIP SOLUTIONS** will provide e-mail and telephone assistance to the **CLIENT**'s designated representatives regarding management of the **CLIENT**'s web site at a pre-negotiated rate.

**6. Additional Expenses.** **CLIENT** agrees to reimburse **WEBNIP SOLUTIONS** 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.

**7. CLIENT Amends / Changes.** **WEBNIP SOLUTIONS** prides itself in providing excellent customer service. That is the spirit of our agreement and the spirit of **WEBNIP SOLUTIONS**'s business. To that end, we encourage input from the **CLIENT** during the design process.

The **WEBNIP SOLUTIONS** 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 page maximum [Appendix A]. 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 **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 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 page maximum. If significant page modification is requested by the **CLIENT** after the page maximum has been reached a Change Request with estimated costs will be submitted for **CLIENT** approval prior to changes being done.

Moderate changes, however, will always be covered during our development of the site and also covered by our one month of free maintenance.

**8. Third Party or CLIENT Page Modification.** Some Clients will desire to independently edit or update their web pages after completion of the site.

Note however, **WEBNIP SOLUTIONS** is not responsible for any damage created by the **CLIENT** or agent of the **CLIENT**. Any repairs required will be assessed at an hourly rate of \$\_\_\_\_\_. [1 hour minimum charge].

**9. Web Hosting.** The **CLIENT** agrees to select a web hosting service that allows One-Way Advertising full access to the web site and a cgi-bin directory via FTP and telnet. The **CLIENT** further understands that if the web hosting service's operating system is not a Unix system, standard CGI software may not work, and providing a substitute may incur additional charges.

**10. Search Engine Registration.** **WEBNIP SOLUTIONS** 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. **WEBNIP SOLUTIONS** 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 **WEBNIP SOLUTIONS** encourages all commercial Clients to obtain advanced Search Engine Optimization and Site Promotion services.

**11. Work Schedule and Completion Date.** **WEBNIP SOLUTIONS** to submit a First Mockup Draft of web site no later than twenty (20) days after **WEBNIP SOLUTIONS** receives signed agreement, along with down payment and initial direction from the **CLIENT**. **CLIENT** to provide **WEBNIP SOLUTIONS** with all the data needed to complete web site, including text, company logo, and photos. 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 and faxing to **WEBNIP**

**SOLUTIONS.** Once this acceptance is received from the **CLIENT**, the work necessary to complete the project will continue.

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. **CLIENT** will supply written approval by printing, initialing and faxing back each page in web site. After contract has been paid in full, site will then be uploaded to **CLIENT**'s hosting company.

**12. Maintenance Grace Period.** This agreement includes minor web page maintenance to regular web pages (not store product pages) over a one-month period, including updating links and making minor changes to a sentence or paragraph. It does not including removing nearly all the text from a page and replacing it with new text. If the **CLIENT** or an agent other than **WEBNIP SOLUTIONS** attempts updating the **CLIENT**'s pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The one-month maintenance period commences upon the date the **CLIENT** signs this contract.

Changes requested by the **CLIENT** beyond those limits will be billed at the hourly rate [Appendix A]. This rate shall also apply toward additional work authorized beyond the maximums specified above for such services as: general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping Clients learn how to use their own web page editor. CGI programming charges (if any) are not included in this rate.

**13. Extended Maintenance Contracts.** Terms for Maintenance Contracts will be listed in Appendix B, using one of two methods.

**The Monthly "Flat Rate" Maintenance Contract**, payable each month, allowing up to 2 hours of changes per month, including new pages and store product changes. The "Flat Rate" Agreement is payable each month, whether the time is used or not. Changes requested, which go beyond the 2 hour limit, are chargeable at the rate disclosed in Appendix B.

**The "As Needed" Maintenance Contract** is a monthly chargeable agreement, higher than the "Flat Rate", but offering cost savings on sites with little to no changes. Charges incur when **CLIENT** requests a change - 1 hour minimum charge. Details are listed in Appendix B.

#### **14. Copyrights and Trademarks**

The **CLIENT** represents to **WEBNIP SOLUTIONS** and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to **WEBNIP SOLUTIONS** for inclusion in web pages 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 **WEBNIP SOLUTIONS** and its subcontractors from any claim or suit arising from the use of such elements furnished by the **CLIENT**.

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

**16. 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 Montana on behalf of the **CLIENT**.

**17. Warranties and 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 **WEBNIP SOLUTIONS**. 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 **WEBNIP SOLUTIONS** from any claim resulting from the **CLIENT**'s publication of material or use of those materials.

It is also understood that **WEBNIP SOLUTIONS** will not publish information over the Internet which may be used by another party to harm another.

**WEBNIP SOLUTIONS** does not warrant the functions of the site will meet **CLIENT**'s expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and / or error-free. **WEBNIP SOLUTIONS** is not being held responsible for occasional downtime of email or web site due to line interruptions and/or other instances beyond **WEBNIP SOLUTIONS**' control.

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

**19. Rights Upon Termination of Agreement.** **WEBNIP SOLUTIONS** shall transfer, assign and make available to **CLIENT** all property and materials in **WEBNIP SOLUTIONS** possession or subject to **WEBNIP SOLUTIONS** control that are the property of **CLIENT**, subject to payment in full of amounts due pursuant to this Agreement

**WEBNIP SOLUTIONS** also agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements and other arrangements with advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.

In the event the **CLIENT** terminates this contract by registered letter within 30 days, 50% of down payment will be refunded. Work completed shall be billed at the hourly rate stated in Appendix A, and deducted from 50% of the down payment, the balance of which shall be returned to the **CLIENT**. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the **CLIENT** shall be liable to pay for all work completed at the hourly rate. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

**20. Default.** In the event of any default of any material obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within ten (10) days of the written notice, then the non-defaulting party may terminate this Agreement.

**21. Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

**22. Laws Affecting Electronic Commerce.** From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The **CLIENT** agrees that the **CLIENT** is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend **WEBNIP SOLUTIONS** and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the **CLIENT**'s exercise of Internet electronic commerce.

**23. Ownership to Web Pages and Graphics.** Copyright to the finished assembled work of web pages and graphics produced by **WEBNIP SOLUTIONS** 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.

Rights to photos, graphics, and computer programs are specifically not transferred to the **CLIENT**, and remain the property of their respective owners. **WEBNIP SOLUTIONS** and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

**24. Litigation.** Any disputes arising from this contract will be litigated or arbitrated in HARRIS County, TEXAS. This agreement shall be governed and construed in accordance with the laws of the State of Montana, USA.

Undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of both parties. Any changes or modification thereto must be in writing and signed by both parties.

**25. Payment of Fees.** A minimum deposit of fifty percent (50%) is required to commence work.

Fees to **WEBNIP SOLUTIONS** are due and payable on the following schedule: 50% upon signing of contract, 25% after first stage of site is completed and approved and the balance upon page completion, but prior to delivery / uploading. If the total amount of this contract is less than \$500, the total amount shall be paid upon signing of contract and any additional costs incurred during development will be invoiced at the completion of the web site.

Advertising the pages to Web Search Engines and updating occur only after the final payment is made. All payments will be made in US funds.

**WEBNIP SOLUTIONS** reserves the right to remove web pages from viewing on the Internet until final payment is made. If a payment delay is anticipated, please contact **WEBNIP SOLUTIONS** immediately for an alternative arrangement. In case collection proves necessary, the **CLIENT** agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by **WEBNIP SOLUTIONS**. Regardless of the place of signing of this agreement, the **CLIENT** agrees that for purposes of venue, this contract was entered into in Flathead County, Montana, and any dispute will be litigated or arbitrated in Flathead County, Montana

**26. Sole Agreement.** The agreement contained in this "Web Site Design Contract" constitutes the sole agreement between **WEBNIP SOLUTIONS** and the **CLIENT** regarding this web site. Any additional work not specified in this contract, Appendix A or Appendix B must be authorized by a written change order. All prices specified will be honored for 30 days after both parties sign this contract. Continued services after that time will require a new agreement.

This agreement constitutes the entire understanding of **WEBNIP SOLUTIONS** and **CLIENT**. This agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. Any changes or modification thereto must be in writing and signed by both parties

**27. Initial Payment and Refund Policy.**

The total amount of this contract is \$\_\_\_\_\_.  
This agreement begins with an initial down payment of \$\_\_\_\_\_.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the **CLIENT** (authorized signature):

\_\_\_\_\_ Date \_\_\_\_\_

On behalf of **WEBNIP SOLUTIONS** (authorized signature)

\_\_\_\_\_ Date \_\_\_\_\_