

CONTRACTUAL AGREEMENT FOR DESIGN AND DEVELOPMENT OF A WORLD WIDE WEB SITE

Company / Client: Your Company

Phone: 444-444-4444 FAX: 444-444-4444

Authorized Representative of the Client: Your Name

Address Your Business or Personal Address

City: Your City State: Your State Zip: Your Zip Country: USA

E-mail address your-e-mail@whatever.com

Present WWW URL : http://www.yourdomain.com/

Terms of Agreement

1. Authorization

The above named client is engaging Metro Direct Communications, located at P.O. Box 709, Land O' Lakes, FL 34639, as an independent contractor for the specific purpose of developing and/or improving a World Wide Web site to be installed on either the client's web space or web space to be provided by, Metro Direct Communications located on an Internet Service Provider's (ISP) server.

Hereafter, the client will be known as the "Client" and Metro Direct Communications will be known as the "Developer."

2. Standard Hosting Service

The Developer agrees to establish a separate contract with an Internet Service Provider (ISP) for web hosting for a period of one year. 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. The Developer agrees that the Web site domain name will remain the property of the Client, and that access to the domain for purposes of design and maintenance is granted to the Developer on a temporary basis, to be terminated at the behest of the Client.

3. Domain Registration

The Developer will coordinate redirecting the Client's existing domain name (www.yourdomain.com) to the new host. Should the Client desire an alternate domain name the Developer will assist in determining a proper, available name and secure it for a period of two years. If, however, that domain name 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, telephone and, when deemed necessary, in-person assistance to the Client's designated representatives regarding site management and use of site functions, such as payment and e-mail application/sales form processing (any necessary time and travel expenses to be paid by Client).

5. Base Package / Graphic Creation / E-mail

This agreement contemplates up to ____ standard branching web pages with layout, graphic creation, JavaScript, required application/sales forms, and adequate navigation tools included. This contract also includes a provision to assist the Client with e-mail setup using the maximum number of accounts or aliases allowed by the terms stated herein, and other services as described below.

6. Text.

Initial site text should be supplied by the Client, however, the Developer agrees to alter and/or edit site text for space and clarity, subject to final approval by the Client.

7. Links.

This agreement contemplates up to 50 external or relative links per page, including an e-mail response link on each web page to any e-mail address the Client designates.

8. Cross Browser Compatibility.

This agreement contemplates the creation of a Web site viewable by both Netscape (versions 4.0 to current) and Microsoft Internet Explorer (versions 4.0 to current). Compatibility is defined herein as all critical elements of each page being viewable in both browsers. In the case of new browser versions being introduced that are not backward compatible with older versions, or the introduction of new technologies that require extensive re-design of the Web site, time spent to redesign the site for compatibility will be separately negotiated and in addition to the base price of our agreement.

9. 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 the company logo, ancillary images, and interactive graphics where deemed necessary.

10. Photography.

The Client agrees to provide any and all photographic materials of persons, places or objects it requires to be displayed on the Web site. The Developer agrees to prepare all such photographic materials for inclusion on the Web site, and to post these materials according to mutually agreed upon design parameters.

11. CGI / Perl.

This contract contemplates the creation of basic forms to be embedded on the Web site with the data captured in each form delivered to the Client at the Client's specified e-mail address.

12. E-commerce.

This contract contemplates an e-commerce and shopping-cart enabled site. The Developer agrees to establish and install on the site a shopping cart service, provided by Americart Shopping Cart Service, and to properly code a maximum of 50 product purchase functions for this shopping cart. The initial site development fee cited below shall include a 90-day period of shopping cart usage, after which it will be the Client's obligation to renew and pay for ongoing service from Americart.

13. Secure Certificate

Americart Shopping Cart Service is certified secure by VeriSign, the largest and most respected security service on the World Wide Web. All credit card transactions are Secure Socket Layer encrypted for maximum security.

14. Credit Card / PayPal Processing

For security reasons, the Client must apply for and establish online credit card and PayPal processing services in its own business name; however, the Developer agrees to advise and assist the Client in establishing these services. Initial fees for these services (if any) must be paid by the Client.

15. Additional Payment Processing Services

If the Client chooses, it may also request additional payment processing services, such as iCheck, for processing online checks. If such services are requested, the Client must apply for these services itself and pay the initial and ongoing fees for these services.

16. Payment Terms / Work Flow

The Client hereby agrees to an initial design fee of \$???, payable by check, which must clear the Client's bank before actual site design work will begin. In return for this fee, the Developer agrees to:

- 1) Conceive, design and build the complete website, including appropriate graphics, text, links, comprehensive navigation tools, page titling, keywords and special visual effects (other than true animations or Flash elements)
- 2) Design from scratch, or alter an existing company logo for Web compatibility
- 3) Provide 500 Megabytes of Web space (hosting) for the site for one year
- 4) Set up a shopping cart service (if needed) at no charge for an initial 90 day period
- 5) Include one Form-Response page for mailing list registration or simple surveys
- 6) Help the Client decide on a domain name (if necessary) and register it for two years
- 7) Set up an e-mail account for the Client's domain, with up to 25 e-mail addresses
- 8) Help get the Client set up to accept online credit card charges
- 9) Help get the Client set up to accept PayPal and, if the Client chooses, online check acceptance
- 10) Promote the website with available non-fee-based methodologies
- 11) Provide basic site maintenance for a period of 90-days (See Maintenance below)
- 12) Provide the Client with a list of fee-based promotional tools (if this is of interest)
- 13) Offer consultation and training where necessary under the conditions outlined in this contract
- 14) If requested, provide a CD copy of the full site upon completion
- 15) Validate site HTML for browser compatibility
- 16) Provide photo scanning and graphical optimization, including stock archive photos and graphics and custom graphical designs - E-mail auto responder support available
- 17) Provide a mirror Spanish language site at extra cost

17. Site Design and Major Development Alterations

The 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 been built to the Client's specifications. 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 50-page maximum. If significant page modification is requested after a page has been built to the Client's specifications, it will be counted as an additional page. Some examples of significant page modification at the request of the Client include:

- 1) Developing a new table or layer structure to accommodate a substantial redesign at the Client's request.
- 2) Recreating or significantly modifying an already agreed upon company logo or graphic at the Client's request.
- 3) Replacing more than 75% of the text to any given page at the Client's request.
- 4) Creating a new navigation structure or changing the link graphics at the Client's request.
- 5) Significantly reconfiguring the Client's shopping cart with new product, shipping or discount calculations.

Again, though we maintain a liberal redesign policy, we cannot provide major redevelopment services in excess of the maximum contemplated by this agreement without additional compensation.

18. Maintenance & Site Update Agreement

The initial fee includes basic site maintenance and updates for a period of 90 days, to include site updates for discontinued products and addition of new products and regular checks (and repairs if necessary) of: site function, link viability, e-mail operations, shopping cart operations, form functionality; and general page availability. The Developer requests, however, that the Client inform the Developer immediately of any problems noticed on the site by the Client or its employees.

The Developer also agrees to handle ongoing Site Maintenance and Updates at the rate of \$???.?? per work-hour for the additional nine months of the first calendar year beginning on the date of Web site completion. This agreement includes:

- 1) Elimination and addition of products, and the resulting necessary alterations in link, ancillary page design, form, and payment functions
- 2) Other changes, eliminations and alterations of the Web site at the Client's request within the boundaries of the original site design parameters
- 3) Ongoing evaluation of site statistics and analysis to maximize site exposure

At the end of the first calendar year following Web site completion, the Client may wish to retain the services of the Developer for ongoing Site Maintenance and Updates. If such is the case, and is limited to the services described above, the Developer agrees to continue this service at an hourly rate increase no higher than 3% each year for the following two years.

19. Assignment of Project Facets

The Developer reserves the right to assign certain subcontractors to this project, should such become necessary. The Developer warrants all work completed by subcontractors for this project.

20. Additional Expenses.

Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project. Examples would be:

- 1) Time & travel expenses for in-person training when necessary
- 2) Purchase of specific fonts, photography or software at the Client's request

21. 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 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.

22. Authorized Representative

Client's Authorized representative certifies that he/she is at least 18 years of age and is legally authorized and capable of entering into a contract in the State of Florida on behalf of the Client.

23. Limited Liability

The Client agrees that any material submitted by it for publication on the Web site 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, 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; and 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.

24. 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.

25. 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. The Client also understands that the Developer cannot provide legal advice.

26. Ownership to Web Pages and Graphics.

Copyright to the finished assembled work of web pages and graphics produced by the Developer 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 to allow a Developer byline on the bottom of the home page of the Web site establishing design credit, and that the Web site 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. Anticipated completion of the initial full site is within 30 days of receipt and confirmation of payment. Delays caused by excessive Client demands outside the parameters of this agreement, or technical problems on the World Wide Web, however, may extend that time.

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

31. Entire Understanding.

This contract and the Appendices attached thereto constitute the sole agreement between the Developer and the Client regarding this project. The contract becomes effective only when signed by both parties and payment has been confirmed. 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 Florida.

On behalf of Your Company _____

Date _____

On behalf of Metro Direct Communications _____

Date _____