

Website Development & Modifications Agreement

This Agreement is made on ____ / ____ / 200__ by and between _____
(Company Legal Name) hereinafter referred to as the "Customer" with its offices at _____ and
Monument Consulting / IBCnet.com hereinafter referred to as the "Consultant" with its office at
714 N. La Brea Ave. Suite 230, Los Angeles, CA 90038.

WHEREAS the Consultant has been commissioned to create, modify, repair, design and supply artwork and computer files that will serve as a website.

IT IS AGREED AS FOLLOWS:

Customer agrees to pay a fee for the work and website development as follows:

1) *Fees and Delivery Schedule.*

- a) The contract price, unless modified in writing by the parties, consists of an hourly rate as posted on Consultant's website. The work to be performed will be either:
 - i) estimated and communicated to Customer via e-mail.
 - ii) performed and later communicated to Customer via e-mail.
- b) The following are the invoice dates and amounts for all upcoming work:
 - i) An initial payment of \$1,500.00 is required upon signing of this agreement. This amount will establish Customer draw from which Consultant will charge for work hours.
 - ii) A periodic payment of summed hours incurred prior thereto will be invoiced upon completion of any design phase, or within one month of last billing invoice, or accumulated work hour equivalent or more than \$1,500 - whichever comes first.
- c) Payment shall be made as per the terms on each invoice as hereinabove set forth and the Consultant shall be entitled to reasonable legal fees in the event the services of an attorney are necessary for collection. All prices are in United States Dollars. All invoices have fifteen (15) day terms except for the initial payment, which is payable immediately upon agreement signing.
- d) Estimate and options for project. The Customer recognizes that because of variations in software, programming languages, and technologies that it cannot be assumed that the site will be compatible with alternate servers, earlier versions of software, or technologies or versions of software which had not been released to the public at the time of this contract. Any change in: the hosting facility including to a facility running the same software as is specified above, programming languages and versions as specified, server platform (or newer or older versions of the specified platform), installed server software, or newer or older versions of installed server software; or other changes by the Customer to the above specifications may cause the site to require modifications, testing, or setup at additional expense to the Customer. This estimate is based upon the Customer providing the materials needed to develop the site as follows: Text must be given to us already typed in any of the following formats: Microsoft Word or WordPad (.doc), ASCII text (.txt), or Rich Text Format (.rtf). Text can also be pasted into an email, but please note it will most likely lose its formatting. For files with a lot of bolding, underlining, italics, or tables, please use WordPerfect or Microsoft Word/WordPad formats. Graphics, photos, and logos should be provided by the Customer digitally in any of the following formats: JPEG (.jpg), Photoshop (.psd), Tiff (.tif), or EPS (.eps) preferably in 24-bit color at high resolution and without compression. Photoshop files may include layers. Consultant can only work with positive photographs, slides, chromes, QuarkXpress documents (.qxd), PageMaker documents, and other non-approved formats at an extra cost as an option. Consultant is using a Windows PC, so all files *must* have the appropriate .??? or .???? extension. Materials may be provided on PC formatted 3.5" floppy disks, 100MB Zip disks, CD-ROMs, or Compact Flash cards. Materials may also be sent as attached files to an email. No file over 2 megabytes in size may be emailed.

- e) No items, functions, or implementations which are not specifically detailed in the estimate (section 1c), including but not limited to artwork, animations, logo creation, Java, JavaScript, Shockwave, Flash, audio, video, movies, and other interactive elements, shall be deemed part of the estimate. Such features and/or functions are to be proposed separately as an option and upon written approval by the Customer shall become part of this contract. This contract does not provide maintenance or upgrades. Accordingly, no additional fee will be charged to the Customer for such purposes unless the Customer details the changes or new functions and both of the parties approve in writing the new work as an option. Other than payment for such services which are specifically set forth in section 1c payable to the Consultant as part of this contract, Customer recognizes that there are or may be other fees associated with operating a website including but not limited to website hosting, website statistics, visitor tracking, and domain name registration and renewal, which are not included in this contract and are to be paid by the Customer to third parties.
 - f) Customer has the responsibility of timely providing technical and other information and documentation as needed by the Consultant and to test the product provided and make written comments to the Consultant within reasonable time periods as indicated by Consultant. The failure to provide such timely written information, or test the product, or provide written comment on the tested produce within those time periods may cause a delay in the completion of the project both with regard to the completion date and possible interference with other contractual obligations of the Consultant. Upon reasonable written notice by the Consultant, and upon the failure of the Customer to comply with the requests for information, testing or comment period, the Consultant may deem the Customer to be in breach of the agreement, cancel the agreement with the Customer, retain the monies already paid, and invoice for services rendered to date which shall be paid within ten days of receipt of the invoice; or the Consultant, at its option, may place the project on "hold," fix new contract dates for delivery and completion, and invoice the Customer for the work done to date, which shall be paid within ten days of receipt of the invoice.
- 2) *Consultant's warranties.* The Consultant represents as follows:
- a) That the Consultant warrants that the website it has installed pursuant to the specifications in section 1c shall be free of defects in workmanship for three-months from the date of the final invoice under this contract. If any failure to conform to this warranty becomes apparent during a period of three months after date of final invoice, Consultant shall, upon prompt written notice of the defect from the Customer, repair the website to make it conform to the terms of this contract. Correction in the manner provided herein shall constitute a fulfillment of all liabilities of Consultant with respect to the quality of its services and this contract. In the event of options or upgrades subsequent to the final invoice under this contract, each such option or upgrade shall have its own separate three-month warranty from invoice under these same terms. This warranty shall not be extended, altered, or varied except by a written instrument signed by both parties and no such instrument shall be deemed to be a modification of this warranty unless such writing specifically indicates that it is a modification of the warranty. This warranty is exclusive and in lieu of and the Customer waives all other warranties, express or implied, including the warranty of merchantability and fitness for purpose. The obligation of the Consultant, whether by this warranty, or contract, or any claim of negligence, is limited to the terms of this warranty, and there is no right of consequential damage to Customer or any third-party. If complete payment of any invoice is not made pursuant to the terms of this agreement and within thirty (30) days after a written notice has been sent to the Customer, the obligation of the Consultant under this warranty is void, while the limitations on the liability of the Consultant still control. In the event the Customer modifies or alters its website using a company or service other than the Consultant, including hosting the website, this portion (section 2a) of the warranty is void.
 - b) If the website content developed or used in connection with the development of the website by Consultant becomes the subject of a claim of infringement or misappropriation

of a patent, copyright, trademark, or proprietary right of any third party, or if a temporary restraining order or other injunctive relief is entered against the use of part of all of such content, Consultant shall use its best efforts to either promptly replace such content with compatible non-infringing content; or promptly modify the content to make it non-infringing without materially impairing the ability to use the content as intended; whereas Customer will be charged for these hours of work separately. Customer will be deemed responsible for all material shown on their website. At all cases Consultant shall not be liable for any such claims directed at Customer who is solely responsible for its inclusion in the site.

- c) That the Consultant will create the artwork and website except for artwork supplied by the Customer;
 - d) That the Consultant has the full and unrestricted right to make this agreement.
- 3) *Customer's Warranties.* The Customer represents as follows:
- a) That all artwork, design, logos, likenesses, or photos or persons as supplied by the Customer are with proper permission;
 - b) That any artwork supplied by the Customer does not infringe on any copyright or trademark;
 - c) That the Customer will indemnify and hold harmless the Consultant from any and all claims arising there from, including legal fees.
- 4) *Confidentiality.*
This agreement creates a confidential relationship between Customer and Consultant. Information concerning Consultant's and Customer's business affairs, vendors, finances, properties, methods of operation, computer programs, employees, documentation, and other such information whether written, oral, or otherwise, is confidential in nature. Consultant, Customer, and employees and consultants of both will adhere fully to this confidentiality agreement. Customer and Consultant will not disclose any confidential information to third parties without prior written consent of the other party except as may be required by law.
- 5) *Governing Law.*
This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of the State of California. Customer submits to the exclusive jurisdiction of the State and Federal Courts located in Los Angeles County, California for any action or proceeding relating to this agreement and expressly waives any objection it may have to such jurisdiction or the convenience of such forum. As the bringing of any action or proceeding in another jurisdiction by Customer would be in breach of this agreement and could be deemed a fraud upon the court in such foreign jurisdiction, full faith and credit need not be given to such action or proceeding.
- 6) *Entire Agreement.*
This agreement represents the full understanding between the parties and there is no other agreement, oral or written, between them, and that this agreement may not be modified without an agreement in writing signed by the party to be charged.
- 7) *Breach or Cancellation.* In the event of any uncured default in payment within ten (10) business days after notice by the Consultant, the Customer shall be deemed to be in default under this contract. Upon such contract default, or if the Customer gives notice of cancellation of the contract without any default of the Consultant, the Consultant is immediately entitled to all payments previously made and to invoice for all work including overage and options ordered by the Customer to the date of cancellation or breach. There shall be no right to a refund to any payments already made. Consultant shall be entitled to reasonable legal fees in the event the services of an attorney are necessary for collection. Consequential or third-party damages are prohibited.

8) *Completion of Project.*

The completion of a project is not related to the sending of a periodic invoice. Each invoice will be sent either because:

- i) Project Completed.
- ii) A month of work has lapsed
- iii) Current Customer account draw has depleted.
- iv) Upon acceptance of a payment from Customer, Customer agrees that every aspect of the website's appearance and function has been approved by the Customer and that all work has been done. Any requested changes, modifications, upgrades or new work will be at extra charge to the Customer.

9) *Notices.*

All notices, necessary, or required writings or documents under this agreement shall be delivered personally or fax received or email delivered, or mailed by certified mail, postage prepaid addressed to the Consultant and Customer at the addresses set forth herein, the use of any of which may be deemed to be a writing signed by the party to be charged. Notice to the Consultant and Customer as provided above.

Headings used in the agreement are for convenience only and shall not be used to interpret or construe its provisions.

ACCEPTED AND AGREED:

Customer

BY:

(signature)

(Print Name) + Title

Date

Monument Consulting

BY:

(signature)

(Print Name) + Title

Date