



MB Technologies
223 E Flagler St Suite 608
Miami, FL 33131
(786)383-1984

DBA MB Technologies

Web Development and Management Contract

Company / Client _____

Phone _____ FAX _____

Authorized Representative of The Client _____

Address _____ City _____ State ____ Zip _____

E-Mail address _____ Desired Username _____

Current or Desired URL (www.example.com) _____

Terms of Agreement

1. Authorization

The above named client is engaging MB Technologies DBA located at 223 E Flagler St. Suite 608 Miami, FL 33131, as an independent contractor for the specific purpose of developing, hosting, and maintaining a World Wide Website to be installed on MB Technologies DBA web space located on MB Technologies DBA server of choice.

Hereafter, The Client will be known as “Client” and MB Technologies DBA will be known as the “Developer.”

2. Hosting Service

The Client agrees to retain the hosting services of MB Technologies for no fewer than _____ Months at \$_____._____ a month. Hosting service will include web space proportionate to the size of The Client's website, a MySQL database, and the necessary hardware and software to display The Client's web page on the World Wide Web.

3. Intellectual Property

The Client understands that any and all intellectual property submitted to The Developer for the purposes of fulfilling this contract will constitute authorization of The Developer to use said intellectual property and unconditionally guarantees that any intellectual property 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. The Client understands that any and all intellectual property that is created during the process of fulfillment of this contract will remain exclusive property of The Developer. The Client shall have the privileged use of said intellectual property included with their hosting service agreement, for the agreed term in section two.

4. Copyright 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. The Client agrees that any elements of text, graphics, photos, designs, trademarks, or other artwork that is created by The Developer

during the fulfillment of this contract will remain exclusive property of The Developer. The Client shall have the privileged use of said elements of text, graphics, photos, designs, trademarks, or other artwork included with their hosting service agreement, for the agreed term in section two.

5 . 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.

6. 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 will be The Developers standard hourly business rate at the time.

7. 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.

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.

8. 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 compact disc, or a USB Flash Drive. 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.

9. Cross Browser Compatibility.

Our agreement contemplates the creation of a web site viewable by Chrome 14.xx, Firefox 5.xx and Microsoft Internet Explorer 7.xx and Explorer 8.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 Firefox 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.

10. Photography

For Client's residing in Miami-Dade or Broward County Florida, 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 Miami-Dade or

Broward County Florida subcontractors may be necessary or The Client may choose to capture the photographs independently.

11. Java Applets

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

12. Forms

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.

13. 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 \$____.____ hourly. 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 \$____.____. The Developer warrants to work earnestly to come in under the maximum charge.

14. 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 fifteen (15) business days after delivery of this e-mail or letter and invoice.

If the fifteen (15) 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.

15.Client Amends

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 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. 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 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.

16. 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. This is always an option for Clients of The Developer. 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.

17. Search Engine Registration

The Developer will optimize The Client's 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 shall be negotiated separate from this agreement. The Developer encourages all commercial Clients to obtain advanced Search Engine Optimization and Site Promotion services.

18. 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.

19. 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.

20. 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 Florida on behalf of The Client.

21. 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.

22.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.

23.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.

24. Ownership to Web Pages and Graphics

Copyright to the finished assembled work of the web pages produced by The Developer and graphics shall be vested with The Developer. 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 remain the property of The Developer. Said materials are leased from The Developer on a monthly basis according to the negotiated rate in section two. Should materials described in this contract be used on the web by The Client without a valid hosting contract or arrangement in place with The Developer, then this contract is breached and appropriate penalties will apply.

25. 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.

26. 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.

27. 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 one month of free hosting service. For Clients who regularly help us attract new clients, this can result in a virtually free Hosting Agreement.

28. 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. Given that all requirements of The Client have been fulfilled, we agree to work expeditiously to complete this project no later than:

_____, 20_____.

29. 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 14 above.

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 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.

31. Entire Understanding.

This contract constitutes 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. This agreement shall be governed and construed in accordance with the laws of the State of Florida.

On behalf of The Client _____

Date _____

On behalf of The Developer _____

Date _____

Thank you for choosing MB Technologies