

INSTRUCTIONS:

1. Fill out: Sections I. Website Planning Worksheet (select and identify your template per the instructions); II. Website Content Worksheet (prepare and collect your company's proposed content and graphics materials); and, ONLY if you're planning an on-line catalog AND ordering system, III. Store Planning Worksheet.
2. Sign and submit these materials so that we can prepare your Quotation. Should we have any questions, we will call you or meet with you (New York City only) to discuss your plans.
3. We will provide a written Quotation to you by email, fax, or US mail generally within three (3) days of our receipt of your materials. Allow 2-3 days extra for US mail delivery.
4. If you find that our Quotation is acceptable, print out, complete and sign two (2) original Website Design Agreements. Mail both along with the indicated initial payment to us at: Imagixx, 424 Park Avenue South, Suite 123, New York, NY 10016. We will sign and return one original of our agreement to you for your records.
5. Upon receipt, we will begin developing your website.

I. Imagixx - Website Planning Worksheet

Imagixx has designed this questionnaire to enhance communications between Imagixx and our clients. This is your Project Plan. Make sure to have it handy when you discuss your project with our Imagixx web-presence specialist. In its finished form, this Project Plan will form the basis of our mutual understanding as to the extent of the work to be undertaken by Imagixx.

Organization/Client Name: _____

Contact Name _____

Phone _____ FAX _____

Best time to call: _____

Address _____

City _____ State ____ ZIP ____ Country ____

E-mail address _____

Present WWW URL (if any):

1. Purpose

Give the most important purpose a "1", next most important a "2". Leave those blank which do not interest you at all.

___ To gain a **favorable impression** of the company or organization.

- To develop a qualified **list of prospects**
 - To **sell products directly** taking credit card information over the Internet
 - To encourage potential customers to **contact us by phone or mail** to consummate a sale.
 - To make available **product information and price lists** to distributors.
 - To make available **product information and price lists** to customers.
 - To strengthen **brand identification**.
 - Other _____
-

2. Template Selection

Review our Free Templates, visit: <http://www.imagixx.net/sitestudio.html>
 And review our Premium Templates, at: Visit <http://www.imagixx.net/templates.html>

Select the template on which you would like to base your website design.

If you are selecting a Premium Template, provide us with the item number. We will add the cost of the template into your estimate.

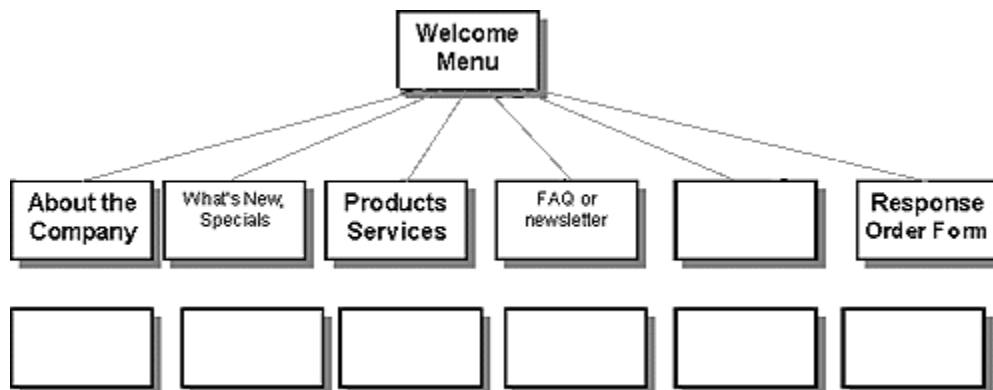
Premium Template Item Number - _____

If you are selecting a Free Template, right-click your mouse over the template that you desire, scroll to Properties, and note the Preview Number in the reference.

Free Template Preview Number - _____

3. Site Organization

Please label pages you desire and cross out the rest.



Total number of pages decided upon _____

4. Site and Domain Name

Site Name on Masthead: _____

Domain Name A Domain Name is your internet address, i.e. my-company.com. If you have not yet acquired a domain name, we will include the registration fee within your quotation. You may check the availability of your domain name at our Imagixx website (<http://www.imagixx.net/mwhois/mwhois.php>)

Domain name _____ Desired ___ Already
Registered

5. Masthead Graphic

It is very helpful if you will include a copy of your company's letterhead, brochures, catalog, etc. so we can see how you present your company image.

___ **Company Logo** incorporated in the masthead graphic? If so, please enclose a color copy.

___ **Photo or drawing** of product?

___ **Typeface** preference _____

___ Preferred **colors** in palette (PMS colors?)

___ Other ideas

6. Color and Accents

For the most part, we recommend a white background for best readability and contrast, with a band of color or a pattern running down the left margin of the webpage. Your preference:

May we include a link at the bottom of the welcome page which reads "**Website Designed with Care by Imagixx**"? (You are under no obligation to say yes.) ___ Yes ___ No

7. Basic Page Elements

These are the important items which appear on nearly every webpage on your site (except the "home" page). Your template will generally recommend font styles. If you have a preference, let us know here.

- **Page titles** which show at top of Web browser only
- **Top-of-page graphic** based on the design of the masthead graphic
- **Page Title** in larger type. Heading Font Style: _____
- **Text.** Body Font Style: _____
- **Image Map** by Image Map bar
- **Standard company ID** near bottom of page
- **E-mail response link** to the following e-mail address:
 _____ (this can be, for example, sales@your-domain.com, info@your-domain.com, etc.)
- **Copyright and trademark information** in small print at the bottom of every page. What registered trademarks, trademarks, and service marks does your company want to indicate here?

Do you have any trademarks or service marks? If so, please list them here and indicate which are registered trademarks.

8. Photos, Graphics, Animations, Sound, and Video

Our contract includes a statement that you own the copyright to, or have permission from the copyright owner to use any photos or graphics you send us.

- **Clipart** tends to look a bit tacky on websites. We recommend photos.
- **Photos** you supply either by sending the photos themselves for us to scan and return, or by sending the digitized images on a diskette.
- **Stock photos** obtained from Getty Images (<http://creative.gettyimages.com>), iStock Photo (<http://www.istockphoto.com/>), and other Net sources; Google Stock Photos. (You write down the photo number and inform us of your choices, and which page each photo goes on. We can help you select the photos, but we would need to bill you for our time at our hourly rate.)

Some templates come with sound files. For an extra charge, we can equip/modify your webpages with:

- **Sound**, either MIDI musical background or streaming Real Audio for music or voice.
- **Animated GIF images.** High quality photo images are available from Getty Images (<http://creative.gettyimages.com>) and other sources. We can also make animations for an extra charge.
- **Shockwave Animations**
- **Video clips**

9. Response Forms

What is the purpose of your response form?

- Guestbook** for visitors to record comments
 - Request for information**
 - Survey** of customer preferences
-

10. Web Hosting Service

Each site will have its own web hosting requirements. The average website will generally fall within 50 to 100 megabytes.

Once we quote your site, we will recommend a hosting plan.

11. Registering and Advertising Your Website

Information about **number of visitors to your website** can be obtained through your Imagixx cPanel interface (your website's "control panel"). Imagixx provides information on how to use these and other features of/for your website.

We submit your information to **Web search engines** to "register" your website after final payment is received. Before doing this we work with you to ascertain 50 to 100 keywords and to develop a carefully constructed 25-word sentence that contains the most important keywords.

12. Maintenance

Target Launch Date _____

Depending on the complexity and changes that you require, two to three weeks should generally be allowed from the time of our receipt of a signed agreement and deposit until on-line publication of your website.

Our web-development prices include free minor updating of your site over the first six months of the contract. This covers minor price changes, product changes, etc. It does not include major changes, such as changing newsletter content (which essentially involves constructing a new webpage), which is billed at our hourly rate.

On behalf of my organization I approve the above plan which I have developed with Imagixx to construct a website, and I authorize Imagixx to use this Website Planning Worksheet as the basis of their Quotation.

Signature _____ **Date** _____

These are the items that will make up the package you'll be sending to us:

- **Two Hour Non-Refundable Consultancy Fee - \$139.30** (100% applicable to Imagixx hosting fees).
- This **Website Planning Worksheet**
- **Website Content Worksheet** (next) which will define for us the:
 - **Written content for your webpages** (in MS Word or Word Perfect on diskette or CD.)
 - **Photos or graphics** to be included. You may send graphics and photos which we can scan into electronic form. Even better, send us a CD with your graphics in any popular format, such as GIF, JPEG, BMP, EPS, CDR, PCX, etc.).
 - **Your company logo** (if any), preferably multi-sized digital format, and/or tell us the PMS color.
- **Samples of your printed/digital materials** -- brochures, letterheads, cards, booklets, etc. -- so we can see how you present your company image.

If you're planning an on-line store (catalog AND ordering system), then include:

- **Store Planning Worksheet** (Item III in this package.)

Upon receipt, we will provide a written quotation. If you find the Quotation acceptable, then complete and provide:

- **Website Design Agreement** (two originals, signed)
- **Your Check** for the amount required as a deposit, as indicated in the Quotation.

You may send your package to Imagixx, **by US mail, UPS or FedEx** to us at:

Imagixx
424 Park Avenue South, Suite 123
New York, NY 10016, USA

We are looking forward to receiving your materials, preparing your Quotation, and constructing your website!

II. Imagixx - Website Content Worksheet

You'll find it's a considerable amount of work to prepare your company's materials for the Web pages we will construct for you. Think of us as your company's graphic designers. You supply the raw materials and we assemble them onto graphically pleasing, easy-to-read Web pages.

Most template packages include everything the average small business needs for Web pages. All you need to do is provide us with YOUR information.

Text

- You must set up a **separate Word processor file** for each Web page. Use this worksheet to indicate which file names correspond to which Web pages.
- **We prefer Microsoft Word**, though we can convert a wide variety of file types.
- Please do not send us a draft of your text. **Send us your final version.** While we expect to make minor changes here and there after the Web pages are prepared, we charge extra to format and insert brand new text. Most word processors allow you to count the approximate number of words. Web pages which contain more than 1,200 words may be subject to additional charges, especially if they require a good deal of formatting.

Graphics

- The quality appearance of your Web site has a lot to do with the photos or graphics you choose for your Web pages. Clipart can be used, but tends to make the pages look amateurish. Photos are probably best.
- You may **send graphics to us in either digitized form or hard copy photos** which we will scan.
- Prepare **captions** for each photo. You may **affix a PostIt Note** to the photo to indicate its caption and which Web page it goes on.
- If you need us to prepare **specialized graphic elements** in addition to our custom site graphics package, please explain clearly, and perhaps include a sketch. We charge for such items on an hourly basis.
- You may select **stock photos** from your pages from Getty Images or other Net stock photo image vendors, and give us the photograph number. We will purchase and download the appropriate photo, place it on the Web page indicated, and bill you for the photo cost. If you want us to find and select photos, we charge our hourly rate.
- Most templates include a certain number of graphics per page. Beyond that we charge an additional fee for placing photos.

Please include this Web Page Content Worksheet with the materials you send to Imagix. Feel free to use your own form if that is more convenient.

Content Description	File Name for Text	Approx # of words	Photos or Graphics If none state "None"
Home	.	.	.
About the Company	.	.	.
Order/Response Form	.	.	.
Services/Products	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
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FAQ	.	.	.
Newsletter	.	.	.
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III. Imagixx - Store Planning Worksheet

This worksheet is designed to be as a communication piece with Imagixx. Don't worry if you can't fill it out completely on your own, though try to figure the number of products, products with options, and categories before we talk. When completed this allows us to give you an accurate price quote for your store. It should be used in conjunction with the [Website Planning Worksheet](#) and the [Website Design and Maintenance Agreement](#).

	Store Name:
1.	Store-Building Software <input type="checkbox"/> PayPal Merchant Cart (less than 100 items) <input type="checkbox"/> osCommerce (medium and larger stores 100 to 2,000+ products) <input type="checkbox"/> Larger Database-Driven Stores (larger catalog stores 1,000 to 100,000 products) <input type="checkbox"/> Other
2.	Type of Sale <input type="checkbox"/> Retail (sale to end user) <input type="checkbox"/> Wholesale, business-to-business (to resellers or manufacturers) <input type="checkbox"/> Desire to do both
3.	Products Type of Products: How many products (separate SKU numbers) do you plan for your store? _____. Do these SKU numbers represent different colors or sizes for the same product? Yes___ No___ Options (color, size, etc. in a drop-down menu). This number of products _____ has an average of ___ options each. Did you count each of the options as a different product above? ___Yes ___No
4.	Product Photos A substantial part of the cost of developing a store is in preparing the product photos. But, of course, they are often what motivate people to purchase. Number of product photos _____

	<p>Format: ___Prints ___Transparencies ___Digitized (scanned) ___Web Ready (digitized, sized, optional border, JPEG or GIF format)</p>
5.	<p>Product Information Format Typical product information needed (depending upon the complexity of your site): SKU, Product Name, Product Description, Weight, Price, Picture File Name, Category, Subcategory, Related product SKUs for cross-selling, color/size option of SKU, other descriptive fields (such as ISBN for books), etc. These will usually be fields in a spreadsheet or database.</p>
	<p>Database Format ___Not currently in database or spreadsheet ___Excel ___Access ___mySQL ___Oracle ___Other_____</p>
6.	<p>Categories of Products The larger the store, the more categories you'll need. Site menus and search engines use these categories to group products so shoppers can find them quickly. We'll need a list of these from you. You'll also need to put the category and subcategory(ies) in fields in your database.</p>
	<p>Number of Main Categories or "Departments" _____</p>
	<p>Total number of Subcategories in all "departments" _____</p>
7.	<p>Sketch Your Preferred Product Page Layout(s) Most shopping carts will have a default placement. We can modify these for you. But, on the other side of this form, provide us with your preferred placement of: (1) product photo, (2) product name, (3) product SKU, (4) product description, (5) price, and (6) order button.</p>
8.	<p>Shipping</p>
	<p>Shipping Options Offered ___Ground ___2nd Day ___Overnight</p>
	<p>Carrier: ___UPS ___FedEx ___Airborne ___Postal Service ___Other</p>

Shipping Calculation Method

- Disable shipping calculation
- Link to UPS or other shipper shipping cost calculator (not available with ShopSite)
- Flat Rate for all items (e.g., up to three books for \$8)
- Price Threshold (e.g., \$8 for orders between \$25 and \$50)
- Weight Threshold (e.g., \$8 for orders weighing between 10 and 12 pounds)
- Shipping Price specified for Each Item (useful for items with special packing or crating)
- Other

Shipping Areas or Zones (6 included at no extra charge). Many merchants start with UPS zones and then average them so there are 3 or 4 zones for the continental US or other major market area. In the US, you will probably also have zones for Canada, and Alaska/Hawaii. For international customers state: "We will calculate the exact shipping amount and charge it to your card prior to shipping."

9. Sales Tax (one state table at no extra charge)

States or Counties where collection is required	Percent Sales Tax

[TaxWare](#) Plugin to calculate exact tax in many states where you are required to collect tax (not available with ShopSite)

10. Payment Transaction**Payment Methods Allowed**

Visa MasterCard American Express Discover

COD Purchase Order Reseller Account No.

Other: _____

Credit Card Authorization

Real-time on-line credit card authorization (recommended if you're setting up a Web business from scratch)

Desktop credit card processing after order is received (begin here if you have an existing Merchant Credit Card Account)

11. Secure Order Reception	<p>Store software e-mails you when an order arrives, but it won't e-mail sensitive credit card information. You'll need to get that in a secure manner.</p> <p><input type="checkbox"/> View completed order in Web browser and print out orders on printer (for low volume stores)</p> <p><input type="checkbox"/> Download order file for transfer to accounting system (for higher volume stores. You'll need to have a programmer write a macro to import into your order fulfillment software.)</p>
12. Accounting and Inventory	<p>Accounting Program Used</p> <p><input type="checkbox"/> QuickBooks <input type="checkbox"/> Peachtree <input type="checkbox"/> Mail Order Manager <input type="checkbox"/> Other</p> <p>Do you want to integrate Web orders with accounting program? (special programming probably required) <input type="checkbox"/> Yes <input type="checkbox"/> Maybe Later <input type="checkbox"/> No</p>
	<p>Do you want to integrate Web orders with an inventory program? <input type="checkbox"/> Yes <input type="checkbox"/> No (We don't handle this, but can refer you to a programmer.)</p>
13. Special Order Form Instructions	<p><input type="checkbox"/> Gift wrapping</p> <p><input type="checkbox"/> Gift card inscription</p> <p><input type="checkbox"/> Shipping instructions</p> <p><input type="checkbox"/> Coupons/Discounts/Special Pricing</p> <p><input type="checkbox"/> Other</p>
14. Names of "Regular" Pages.	<p>Product pages are usually designed on the basis of templates. "Regular" pages must be hand-designed using HTML, with custom photo insertion, etc. As such, they are more expensive. Typical "regular" pages are your "home" page, FAQ, about the company, articles, newsletters, and (sometimes) ordering instructions.</p> <p><input type="checkbox"/> Welcome/Menu</p> <p><input type="checkbox"/> About the Company</p> <p><input type="checkbox"/> FAQ</p> <p><input type="checkbox"/> Newsletter</p> <p><input type="checkbox"/> Other:</p>
15. Response Forms (besides the order form)	<p>You may have a form where shoppers can ask questions, subscribe to a newsletter, get customer support, etc. We do not include your ordering system here. You may not need a structured feedback form; an e-mail response link may be all that is necessary.</p> <p>Number of response forms (up to 20 fields each) _____</p> <p>Purpose of response form(s):</p>

16.	<p>Web Hosting Imagixx will install and host the appropriate store-building software and relational databases.</p>
17.	<p>Digital Certificate of Site Security SSL Secure Servers use a Digital Certificate signed by a recognized authority (currently VeriSign, Thawte and others) which tells the shopper's Web browser that the store is what it purports to be. The configuration of some Web hosting services requires each store to have its own Digital Certificate (at a cost of several hundred dollars per year). Others allow store owners to use the server's digital certificate. If you need a separate Digital Certificate, for an additional fee, we will interface with VeriSign and Thawte for you, saving you a considerable hassle.</p>
18.	<p>Globalization Once your store appears on the Web you will have a global business. You will get orders from other countries, since many countries are not able to purchase these items locally. How will you make your site more comfortable for international customers?</p> <p>___Link to currency exchange calculator (Your credit card company handles exact exchange rates) ___Provide multiple languages for product names, product descriptions, order form details (name, address, phone), shipping instructions ___Provide instructions about international shipping options ___Provide international shipments with "International Air Waybill," "Commercial Invoice," or "Shipper's Export Declaration (SED)" as required. (You may obtain more information about requirements from your postal office or courier shipping service.)</p>
19.	<p>Other</p>

This form outlines our company's plans for our online store.

Signature _____ Date _____

Imagixx - Website Design Agreement

We have received and reviewed Imagixx Quotation No. _____ in regard to our website development.

Contact Name _____

Phone _____ FAX _____

Company/Client _____

Address _____

City _____ State ____ ZIP ____ Country ____

E-mail address _____

Present WWW URL (if any):

Username _____ Password _____

Our desire is to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

1. Authorization. The above-named client is engaging Imagine Communications Corporation ("Imagixx"), located at 424 Park Avenue South, New York, NY 10016, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the client's web space on an Imagixx web hosting service's computer. The client hereby authorizes Imagixx to access this account. The client also authorizes Imagixx to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Standard Website Package Elements. The template that you select will also dictate to a certain extent the form and content of your website. Imagixx generally includes the following elements in their website designs:

- **E-mail/phone consultation.** Up to two (2) hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own webpage editor. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate. The consultation fee is paid in advance, but is credited entirely toward your Imagixx web hosting fees (excluding any dedicated services). Coconsultation fees are non-refundable.
- **Words of text** supplied by the client. An approximate maximum of 200 words per page will be supplied by the client via diskette or CD. Webpages of

more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.

- **Links** to external pages, up to an average of 2.5 per page.
- **Custom Graphics Package.** Masthead graphic on first page (simple custom graphic incorporating company logo). Top-of-page graphic for all other pages in your website. Colorful lines and bullets, and colored and textured background.
- **Photos and other misc. graphic images** supplied by client (up to an average of 1.3 included per page in standard websites and "regular" online store pages, in addition to masthead and top-of-page graphic. Color originals larger than 5" x 8" are extra).
- **Installation** of webpages on the Imagixx web hosting service.
- **Minor updates and changes** to existing webpages for six months, subject to the limits outlined below. Additional changes billed at hourly rate. For online stores, this includes only "regular" pages, not product pages or the ordering system pages.
- **Site publicity** to at least six major Web search engines, such as Yahoo, Google, etc.
- **E-mail response link** on each webpage to any e-mail address the client designates.
- **Feedback or guest book form.** Basic CGI program included. Includes up to 20 fields. Not included in the package price for sites smaller than 6 pages. This is not included within online stores, since the shopping cart software is a functional equivalent.
- **Image Map** for internal navigation (Not included in the package price for sites smaller than 6 pages.)

3. Standard Website Packages only. The content of the webpages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated _____. This website includes up to _____ webpages. In case the client desires additional standard webpages beyond the original number of pages specified above, the client agrees to pay Imagixx an additional \$139.30 for each additional webpage. Graphics or photos beyond the allowed average of 1.3 per webpage shall be billed at an additional \$69.65 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 estimated store size and additional services, and prices of each are detailed on the attached Quotation.

4. Online stores only. (Strikethrough this section if an on-line catalog AND ordering system is not desired.) The text and graphic content of the webpages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated _____ and the Store Planning Worksheet dated _____. It is understood that total prices calculated below are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final store. A Quotation from Imagixx dated _____ is attached to this document and governs the prices for this contract. Notwithstanding any prices listed in literature or on webpages, the client and Imagixx agree that the services described above in this section shall be completed for \$_____ 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 webpages, 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. Maintenance and Hourly Rate. This agreement includes minor webpage maintenance to regular webpages (not store product pages) over a six-month period, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If the client or an agent other than Imagixx attempts updating the client's pages, time to repair webpages will be assessed at the hourly rate and is not included as part of the updating time. The six-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 of \$69.65. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage 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 webpage editor. CGI and database integration programming charges (if any) are not included in this rate.

6. Changes to Submitted Text. Please send us your **final text**. Time required to make substantive changes to client-submitted text after the webpages have been constructed will be additional, billed at the hourly rate.

7. Web Hosting. The client has selected Imagixx also as its web hosting service. The Imagixx Terms of Service at <http://www.imagixx.net/tos.html> are incorporated herein by reference as they apply to the client's hosting service only.

8. Completion Date. Imagixx and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than _____.

If the client does not supply Imagixx complete text and graphics content all webpages contracted for 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. Payment of Fees. Fees to Imagixx are due and payable on the following schedule: two hour non-refundable consultancy fee of \$139.30 in advance (100% of this can be applied to Imagixx webhosting fees), then 50% of the remainder upon signing this contract, and the remaining balance when the webpages have been constructed according to the client's original written specifications. If the total amount of this contract is less than \$400 (excluding the two-hour consultancy fee),

the total amount shall be paid upon signing this contract. 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.

10. Assignment of Project. Imagixx reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

11. Legal Stuff. Imagixx does not warrant that the functions contained in these webpages or the Internet website will meet the client's requirements or that the operation of the webpages will be uninterrupted or error-free. The entire risk as to the quality and performance of the webpages and website is with client. Imagixx will attempt to meet the client's specifications only on a "best efforts" basis. In no event will Imagixx be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these webpages or website, even if Imagixx has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

12. Copyrights and Trademarks. The client represents to Imagixx and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Imagixx for inclusion in webpages 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 Imagixx and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

13. 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 Imagixx and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

14. Copyright to Webpages. Copyright to the finished assembled work of webpages produced by Imagixx is owned by Imagixx and is released to client upon final payment. However, additional copyrights may be held by the template creators/vendors. Rights to templates, photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Imagixx and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

15. Payment of fees. Payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 1.5% penalty will be added for each month of delinquency. Imagixx reserves the right to remove webpages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Imagixx. Regardless of the place of signing of this agreement, the client agrees that for purposes of

venue, this contract was entered into in New York, NY, and any dispute will be litigated or arbitrated in New York, NY. Please pay on time.

16. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between Imagixx and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

18. Initial Payment and Refund Policy.

The total amount of this contract is \$_____

This agreement begins with an initial payment of \$_____. If the client halts work and applies by registered letter for a refund within 30 days, Imagixx, 424 Park Avenue South, Suite 123, phone/Fax (877) 846-4700, work completed shall be billed at the hourly rate stated above, and deducted from the initial 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 stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract. The initial two hour consultancy fee that had been previously paid is non-refundable, but may be applied 100% to Imagixx web hosting services.

This Web Design Agreement, consisting of five (5) pages, is hereby EXECUTED by the undersigned Parties in two (2) originals as set forth below:

Client (authorized signature):

_____ Date _____

Position: _____

Imagixx (authorized signature)

_____ Date _____

Position: _____