

SUBLIME WEB MEDIA CORP

WEB SITE DESIGN CONTRACT

This agreement is with respect to the design of the Client's website, hereinafter referred to as the "Work." Whereas, Sublime Web Media Corp. is a professional web designer of good standing; Whereas, Client wishes Sublime Web Media Corp. to create certain Work described more fully herein; and Whereas, Sublime Web Media Corp. wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

AGREEMENTS

In consideration of the mutual covenants set forth in this Agreement, Client and Sublime Web Media Corp. hereby agree as follows:

DESCRIPTION OF WORK:

A separate Proposal will describe the Work that is required of Sublime Web Media Corp. for the Client.

PAYMENT SCHEDULE:

The full length of this contract is as follows:

Starting date is \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and estimated completion\* date is \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for the total amount of \$\_\_\_\_\_.

Client shall pay Sublime Web Media Corp. \$\_\_\_\_\_, as a deposit for project commencement.

The balance of \$\_\_\_\_\_ is due on \_\_\_\_\_, and prior to file relinquishment, or upload and/or assembly of website on Client's web server.

DUE DATES:

Sublime Web Media Corp. agrees to deliver samples of design on dates as agreed upon in the Proposal. Sublime Web Media Corp. will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work.

FEES & ADDITIONAL SERVICES:

Changes in client input or direction or excessive changes will be charged at \_\_\_\_\_ for \_\_\_\_\_. Any work the Client wishes Sublime Web Media Corp. to create, which is not specified in the DESCRIPTION section of this agreement, or in the attached Proposal will be considered an additional service. Such Work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

EXPENSES:

Client agrees to reimburse Sublime Web Media Corp. for any of the following expenses necessary in completion of the Work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock photography, Travel, Telephone Consultation)

ASSIGNMENT OF WORK:

Sublime Web Media Corp. reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

DEVELOPMENT OF SPECIFICATIONS OF WEB SITE

Sublime Web Media Corp. agrees to develop the Web Site according to the terms listed on approved proposal and signed work order, any and all milestones attached hereto.

## DELIVERY OF WEB SITE

Sublime Web Media Corp. will use reasonable diligence in the development of the Web Site and endeavor to deliver to Client an operational Web Site no later than specified date on work order and/or proposal. Client acknowledges, however, that this delivery deadline, and the other payment milestones are estimates, and are not required delivery dates. Sublime Web Media Corp. will be retaining the source code for the entire project and providing Client with the output formats only. The output is to be used and does not include the following: Multiplying the site across other domains or servers, creating new web sites based on the code or selling or distributing the code to a third-party. Client shall retain all of its intellectual property rights in any text, images or other components it owns and transmits to Sublime Web Media Corp. for use in the Web Site.

## OWNERSHIP RIGHTS

Client shall retain all of its intellectual property rights in any text, images or other components it owns and transmits to Sublime Web Media Corp. for use in the Web Site. Client shall hold the copyright for the agreed upon version of the Web Site as delivered, and Client's copyright notice may be displayed in the final version. Sublime Web Media Corp. retains exclusive rights to pre-existing material they use in Client's project(s). Client does not have right to reuse, resell or otherwise transfer material owned by Sublime Web Media Corp. or third-parties.

## COMPENSATION

For all of Sublime Web Media Corp. services under this Agreement, Client shall compensate Sublime Web Media Corp., in cash and or check. In the event Client fails to make any of the payments by the deadline, Sublime Web Media Corp. has the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove content from servers by Sublime Web Media Corp., (3) bring legal action.

## CONFIDENTIALITY

Client and Sublime Web Media Corp. acknowledge and agree that the Specifications and all other documents and information related to the development of the Web Site (the Confidential Information ) will constitute valuable trade secrets of Sublime Web Media Corp. Client shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Sublime Web Media Corp. prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the Confidential Information definition is anything that can be seen by the public on the Web Site when each page of the Web Site is first accessed.

## LIMITED WARRANTY AND LIMITATION ON DAMAGES

Sublime Web Media Corp. warrant the Web Site will conform to the Specifications. If the Web Site does not conform to the Specifications, Sublime Web Media Corp. shall be responsible to correct the Web Site without unreasonable delay, at Sublime Web Media Corp. sole expense and without charge to Client, to bring the Web Site into conformance with the Specifications. This warranty shall be the exclusive warranty available to Client. Client waives any other warranty, express or implied. Client acknowledges that Sublime Web Media Corp. do not warrant that the Web Site will work on all platforms. Client acknowledges that Sublime Web Media Corp. are not responsible for the results obtained by Client on the Web Site. Client waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to Sublime Web Media Corp.

## INDEPENDENT CONTRACTOR

Sublime Web Media Corp. is retained as independent contractors. Sublime Web Media Corp. will be fully responsible for payment of their own income taxes on all compensation earned under this Agreement. Client will not withhold or pay any income tax, social security tax, or any other payroll taxes on Sublime Web Media Corp. behalf. Sublime Web Media Corp. understand that they will not be entitled to any fringe benefits that Client provides for its employees generally or to any statutory employment benefits, including without limitation worker's compensation or unemployment insurance.

## EQUIPMENT

Client agrees to make available to Sublime Web Media Corp., for Sublime Web Media Corp. use in performing the services required by this Agreement, such items of hardware and software as Client and Sublime Web Media Corp. may agree are reasonably necessary for such purpose.

## GENERAL PROVISIONS

## ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

#### GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of TX. Exclusive jurisdiction and venue shall be in the courts of the State of Texas, County of Bexar.

#### BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of Client and Sublime Web Media Corp. and their respective successors and assigns, provided that Sublime Web Media Corp. may not assign any of his obligations under this Agreement without Client's prior written consent.

#### WAIVER

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

#### GOOD FAITH

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement

#### OWNERSHIP OF PHOTOGRAPHS

Sublime Web Media Corp. may use some of their own photographs for the Web Site. Sublime Web Media Corp. maintain ownership of the photographs, and only grant Client a non-exclusive right to use those photographs, and only on Client's Web Site.

#### RIGHT TO REMOVE WEB SITE

In the event Client fails to make any of the payments within the time prescribed, Sublime Web Media Corp. have the right to remove the Web Site until payment in full is paid, plus accrued late charges of 1-1/2% per month.

#### INDEMNIFICATION

Client warrants that everything it gives Sublime Web Media Corp. to put on the Web Site is legally owned or licensed to Client. Client agrees to indemnify and hold Sublime Web Media Corp. harmless from any and all claims brought by any third-party relating to any aspect of the Web Site, including, but without limitation, any and all demands, liabilities, losses, costs and claims including attorney's fees arising out of injury caused by Client's products/services, material supplied by Client, copyright infringement, and defective products sold via the Web Site. Further, Client agrees to indemnify Sublime Web Media Corp. from responsibility for problems/disruptions caused by third-party services that Client may use such as merchant accounts, shopping carts, shipping, hosting services, real time credit card processing and other services that relate to the ownership and operation of the Web Site or multimedia project.

#### USE OF WEB SITE FOR PROMOTIONAL PURPOSES

Client grants Sublime Web Media Corp. the right to use the Web Site for promotional purposes and/or to cross-link it with other Web Sites developed by Sublime Web Media Corp.

#### NO RESPONSIBILITY FOR THEFT

Sublime Web Media Corp. have no responsibility for any third-party taking all or any part of the Web Site.

#### ATTORNEY'S FEES

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.

#### IDENTIFICATION OF SUBLIME WEB MEDIA CORP.

Client agrees that Sublime Web Media Corp. identification may be annotated within the code or on the Web Site as the authors. Client also agrees to put on Sublime Web Media Corp. copyright notices on the Web Site and the

relevant content therein.

#### NO RESPONSIBILITY FOR LOSS

Sublime Web Media Corp. are not responsible for any down time, lost files, improper links or any other loss that may occur in the operation of the Web Site.

#### TRANSFER OF RIGHTS

In the event Sublime Web Media Corp. are unable to continue maintenance of the Web Site Client shall have non-exclusive rights to use pre-existing material owned by Developer in connection with Client's Web Site.

#### DOMAIN NAME

Any domain name registered on Client's behalf will be made in Client's name for both the billing and administrative contacts. The technical contact is generally required to be the hosting ISP or Sublime Web Media Corp. will register domain names in Sublime Web Media Corp. name.

#### MODIFICATION

Client agrees Sublime Web Media has right to adjust, Modify, change or update this agreement and Sublime Web Media agrees to notify client in writing when any adjustments, modifications, changes or updates are made.

#### GENERAL

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive jurisdiction and venue shall be in the courts of the State of Texas, County of Bexar. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.