Client
Company or Organization_____
Contact Name _____
Address _____
_____ _____
City _____ State _____ ZIP _____
Phone _____FAX _____
E-mail address _____
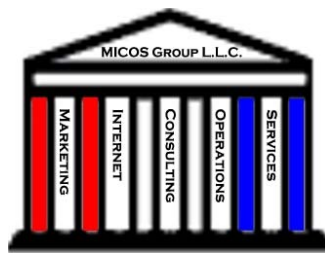
Present WWW URL (if any): _____

Username _____ Password _____

MICOS Group L.L.C. Web Site Design Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT ("*Agreement"*) is entered into by and between **MICOS Group LLC** , a Georgia limited liability company, having offices at 4283 Moccasin Trail, Woodstock, GA 30189, its permitted successors and assigns ("*MICOS GROUP", Developer*), and _____, with offices at _____ its permitted successors and assigns ("*Client"*), and is effective as of the date last executed by the parties below. ("*Effective Date"*).
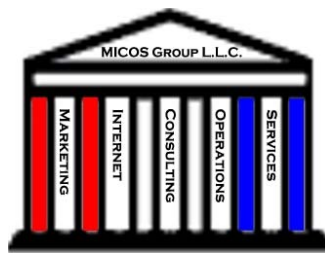
In consideration of the mutual promises set forth herein, as well as for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **Authorization:** *The above-named Client is engaging MICOS Group L.L.C., known as Developer, as an independent contractor for the specific purpose of developing and/or improving a web site. The Client hereby authorizes Developer to access the above FTP account, and authorizes the web hosting service to provide 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.*

2. **Development:** *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. 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 proposed packages. If significant page modification is requested by the Client after the proposed packages has been reached, a Change Request with estimated costs will be submitted for Client approval prior to changes being done. Moderate changes, however, will always be covered during our development of the site and also covered by our one month of free maintenance.*

3. **Design Tools:** *This Web Design Project will be developed using Adobe Dreamweaver CS3, Flash CS3 Professional, Fireworks CS3, Photoshop CS3, Contribute CS3 & Microsoft FrontPage 2002.*

4. **Initial Work Schedule:** *Developer is to submit 3 prototypes of web site no later than twenty (15) days after Developer receives a signed SOW & Service Agreement, along with deposit and initial direction from the Client. Client is to then provide Developer with all the data needed to complete web site, including text, company logo, and photos. 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 prototype design and faxing to Developer. Once this acceptance is received from the Client, the work necessary to complete the project will continue.*

5. **Text:** *Copy for the web site must be supplied by the Client in a .doc format via disk or email attachment. The content of the web pages will be supplied by the Client and executed as specified by the Client in the corresponding "SOW.*
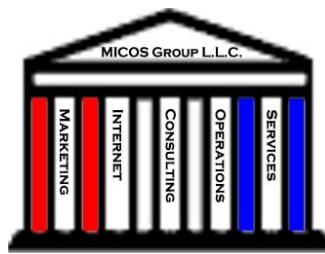
6. **Links:** *Our custom design packages contemplate up to an average of 15 external or relative links per page and an e-mail response link on each web page to any e-mail address specified by Client. This agreement also contemplates making any link the Client desires "pop up" in a new window if requested at the specific dimensions and configuration specified by the Author.*

7. **Photos:** *Photos and other misc. graphic images must be supplied by Client.*

8. **Scanning:** *Our custom design packages contemplate scanning up to 20 images for the Client. It is contemplated that this will accommodate the needs of most Clients. Please note: If you anticipate needing extensive scanning service, or need large format images scanned, please contact Developer for pricing and / or discounts on volume scanning.*

9. **DHTML:** *Our custom design packages contemplate using DHTML technology. The rate to program each DHTML page will be listed in the corresponding design package "SOW". The Author understands that DHTML technology may not work in older browsers and some DHTML technology is not cross-browser specific.*

10. **Graphic Creation/Banner Advertisements:** *Our custom design packages contemplate that the "Developer" will capture or receive from the Client all the graphic elements necessary to complete the Client's web site. This includes creation / redesign of Corporate Identity (logo), ancillary images, animated graphics, photography and banner advertisements. Any graphics or banner advertisement designs requested by Client will be negotiated and listed in the corresponding design package "SOW".*

11. **Java Applets:** *Our custom design packages contemplate the use of Java Applets.*
    NOTE: *Java Applets processed on America Online will sometimes be served an error when trying to view the page. Java Applets may also cause download times for some viewers to be excessive.*

12. **Macromedia Flash:** *Macromedia Flash is always an option and provides eye-catching graphics and media content. However, Flash development takes times and design costs associated will be estimated accordingly and will be listed in the corresponding design package "SOW".*

13. **Real Audio/Video:** *Our custom design packages contemplate using Real Audio or Real Video on the Client's site. Client will provide developer with all wav, mp3, mp4, videos & YouTube files to upload.*

14. **E-commerce:** *Our custom design packages contemplate the possibility of an e-commerce enabled site. If a shopping cart is required for the Client's site, the charges for the shopping cart will be listed in the corresponding design package "SOW".*

15. **Merchant Account:** *If the Client desires an e-commerce web site, the Client will need a Merchant Account to enable the ability to accept credit cards online. Any charges necessary to secure the Merchant Account are chargeable to the Client and will be listed in the corresponding design package "SOW".*

16. **Real Time Credit Card Processing:** *If the Client desires an e-commerce web site, real-time credit card processing will be desired. In this instance, the Developer will assist the Client in obtaining this service. Any charges related to this service are the responsibility of the Client will be listed in the corresponding design package "SOW".*

17. **Secure Certificate:** *If the Client selects an e-commerce enabled site, the Client is encouraged to obtain a secure certificate for online transactions. The Client understands that if they do not obtain their own secure certificate, design capabilities on the shopping cart itself may be limited.*

18. **ASP / PHP:** *Sites requiring database design may require Microsoft ASP or PHP technology. Any charges applicable to ASP or PHP will be listed in the corresponding design package "SOW".*

19. **Databases:** *Costs for creation of a database will be specifically listed in the corresponding design package "SOW".*
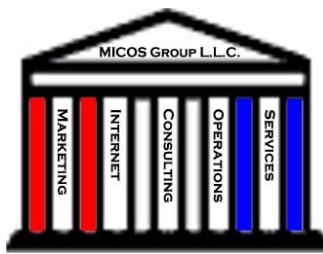
20. **Search Engine Registration:** *The Developer will optimize the Clients web site with appropriate titles, keywords, descriptions and text. The Developer encourages all commercial Clients to obtain advanced Search Engine Optimization and Site Promotion services.*

21. **Installation:** *Finished site will be uploaded to Client's hosting company.*

22. **E-mail response link** *on each web page to any e-mail address the Client designates.*

23. **Cross Browser Compatibility:** *Designing a web site to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. MICOS Group represents and warrants that the web site we design for you will work in:*

    - *Microsoft® Internet Explorer versions 5 and up*
    - *Netscape Navigator/Communicator version 4 and up*
    - *Mozilla Firefox version 1.0 and up*

    MICOS Group will make reasonable efforts to design a fully-functional web site, but does not cover AOL, text-based browsers.

24. **Assignment of Web Design Project:** *MICOS Group reserves the right, and you hereby agree to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.*

25. **Copyrights and Trademarks:** *The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished for inclusion in the Web Design Project 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, indemnify and defend MICOS Group and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.*

26. **Web Site Maintenance:** *This agreement allows for minor web site maintenance to pages for the lifetime of your web site at no charge, up to an average of one half hour per regular web page, including updating links and making minor changes to a sentence or paragraph. It does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, discussion webs, navigation structure changes, attempted updates by Client repairs or Web Design Projects delivered to Client via diskette, U.S. mail and e-mail. The period begins on the date the Client's web site is available to be published to the Client's hosting service. Major page code and/or graphics changes and additions will be charged at a $75.00 per hour rate. If the Client or an agent other than Developer attempts updating the Client's pages, time to repair web pages will be assessed at the $75.00 per hour rate.*

27. **Third Party or Client Page Modification:** *Some Clients will desire to independently edit or update their web pages after completion of the site. Note however, Developer is not responsible for any damage created by the Client or agent of the Client. Any repairs required will be assessed at an hourly rate of $75.00 per hour.*

28. **Completion Date:** *MICOS Group and the Client must work together to complete the Web Design Project in a timely manner. We agree to work expeditiously to complete the Web Design Project no later than 45 days after Client has submitted all necessary materials. If the Client does not supply MICOS Group with complete text and graphics content for this Web Design Project within 45 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by MICOS Group as liquidated damages and the contract shall become null and void, at MICOS Group's option, unless the Web Design Project is canceled in writing by the Client prior to 45 days of the effective date of the agreement. 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. Client will supply written approval by printing, initialing and faxing back each page in web site. After contract has been paid in full, site will then be uploaded to Client's hosting company. The Developer will burn one copy of the Client's web site onto a CD, at the Client's request, upon completion of the site and upon receipt of final balance. Additional copies of the CD are available for $25.00 each.*

29. **Project Delivery:** *The final web site design project will be published to the Client's hosting service upon receipt of final payment or delivered via diskette upon the receipt of full payment. The Client understands that MICOS Group does offer alternative hosting services in connection with this Web Design Project. However, hosting services will require a separate contract for the hosting service of the Client's choice. The Client agrees to select a hosting service which allows MICOS Group full access to the Client's account via FTP (File Transfer Protocol). The Client will be solely responsible for any and all hosting service charges.*

30. **Initial Training & Content Management:** *We include an e-mail/phone consultation of up to 5 hours total for Content Management orientation, general internet education, marketing strategy, web design consultation, and helping Clients learn to use the publishing software. (In-person training, additional education, and consultation are available upon Client's request and billed at our hourly rate.)*

31. **Publishing:** *If the hosting service has FrontPage® extensions installed and the extensions are not configured correctly to support publishing/FrontPage® functionality, MICOS Group will not be responsible for problems arising from improperly installed FrontPage® Extensions. There is no charge to publish the site if the hosting service does not have FrontPage® extensions installed and MICOS Group must use an FTP.*

32. **Electronic Commerce Laws:** *The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend MICOS Group and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.*

33. **Web Design Project Copyright:** *Copyright to the finished web design site produced by MICOS Group will be owned by MICOS Group. The Client will be assigned rights to use the Web Design Project as a web site, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, and computer programs specifically are not transferred to the Client, and remain the property of their respective owners. MICOS Group and its subcontractors retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to MICOS Group Design Services Web Site*

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

    - *Travel to Client's offices at the Client's request,*
    - *Training at the Client's request. The Developer will provide e-mail and telephone assistance to the Client's designated representatives regarding management of the Client's web site at a pre-negotiated rate.*
    - *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.*

35. **Intellectual Property:** *The Client shall be the owner of, and have all rights, title, and interest in and to the product of the Work, but not the underlying work papers and analyses. Notwithstanding the foregoing, if MICOS GROUP incorporates into or utilizes any of its existing, independently developed, or licensed intellectual property in the Work ("**MICOS GROUP Intellectual Property**"), MICOS GROUP shall continue to be the owner of such MICOS GROUP Intellectual Property, but the Client shall have a nonexclusive, non-sub licensable, non-assignable, royalty free, license to utilize such MICOS GROUP Intellectual Property for the sole purpose, scope, and context delivered by MICOS GROUP within the Work. This provision shall in no way apply towards the licensing of any software by MICOS GROUP to Client, and such software or other intellectual property shall be subject to separate agreements negotiated and signed by the parties.*

36. **On-Site Visit:** *If on the site of Client's (or Client's customers)' facilities , MICOS GROUP employees shall be subject to the safety and workplace rules generally applicable to Client's or Client's customers' employees, including but not limited to any drug and alcohol policies. Client shall notify MICOS GROUP in advance of any such rules so that MICOS GROUP may implement a compliance program. Client shall promptly notify MICOS GROUP of any non-compliance so that it may take action to rectify such non-compliance.*

37. **Assignment:** *Except for mergers, acquisitions, and other activities of a party that do not materially affect the intent of this Agreement, neither party shall assign this Agreement or any of its rights or obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably delayed or withheld. This Agreement shall be binding upon the parties and their respective permitted successors and assigns.*

38. **Limitation of Liability:** *IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, OR EXPENSES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. EXCEPT FOR FEES, COSTS, AND EXPENSES PROPERLY DUE AND OWING HEREUNDER, AND EXCEPT FOR VIOLATIONS OF THE CONFIDENTIALITY PROVISIONS SET FORTH HEREIN, NEITHER PARTY'S LIABILITY ARISING FROM THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY, SHALL EXCEED THE LESSER OF THE FEES PAID BY CLIENT DURING THE YEAR IN WHICH THE CLAIM IS MADE, OR $10,000.*

39. **Warranties:** *MICOS GROUP warrants that it will perform all Work in a professional and workmanlike manner consistent with industry standards at the time the Work is performed. MICOS GROUP makes no other warranties, express or implied, verbal or written.*
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40. **Payments:** *Payments must be made promptly based on the terms of this Web Site Design Project. MICOS Group reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. All payments are to be made within 30 days after completion and approval of the Web Design Project by the Client. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by MICOS Group. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into Cherokee County, Georgia, and any dispute will be litigated or arbitrated in Cherokee County, Georgia and the Client hereby consents to the personal jurisdiction of the Georgia State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. All payments will be made in U.S. Dollars.*

41. **Payment Schedule:** *Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and the Package Price, attached hereto and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and MICOS Group agree that the services described in this contract, and the Package Price, shall be completed for $_____. The Client agrees to pay to MICOS Group an initial, non-refundable deposit of $200.00) upon execution of this agreement. Final payment is due within 30 days prior to publication and/or delivery of the Web Site Design Project. All amounts must be in U.S. Dollars.*

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client (authorized signature):

_____ Date _____

On behalf of Developer (authorized signature)

_____ Date _____