

Virtual Communities on the World Wide Web

By its very nature, the World Wide Web is dynamic. It flows with the currents of technology and is propelled forward by the creativity of individuals and organizations.

New capabilities are added daily while existing ones are refined and mature. Designers and programmers push the envelope further with each advance in technology and personal insight. It is a world of paradox: wild, yet civil, an outpost on the new frontier. A new World! It is a world where all computers speak the same language. It is a world of 'cross-platform compatibility'.

HTML – Hyper Text Markup Language

HTML is the bridge to 'compatibility' between different operating systems and computers.

It is the programming language of Web Sites. It is a tool that we use to help you communicate with your customers no matter what type of hardware or software they have. What this means is that whatever goes on a web page can be seen by anyone, whether they use a PC, a Mac or a UNIX machine. It means that barriers to communication have been lowered.

Your Business in the Virtual Community

Yet it goes beyond this. It goes to the core meaning of the World Wide Web.

Your Home Page becomes the front door to your business on the Internet. It is an extension in cyberspace of your business that allows you to create virtual communities with your customers, suppliers, friends and neighbors. It is a world where the technology, at its best, becomes transparent and allows the meaning of your message to be clearly perceived.

From Transparent Technology to Net Citizen

Transparent Technologies are those that help us do our jobs without getting in the way.

Making web technology transparent is our business. Removing the barriers of communication between you and your 'Virtual Community' is our mission. By helping your business create its place in that 'Virtual Community' we go beyond the traditional customer relationships of advertiser and consumer and into the world of online community. It is with this in mind that we approach the web site creation process at **DzyneLoft**. To understand how this process works, please read our brief description of the Website Development Process.

What makes a Web site successful

These suggestions will help you understand some of the requirements that contribute to a well designed, appealing and successful website. Together they can be used as the basis of a plan for action.

Make your visitors feel welcome

A successful website is one that makes your visitors feel welcome. By making your site 'customer orientated' not 'company orientated', you acknowledge the visitors presence and empower them to willingly participate.

Have a well organized Home Page

A home page should not only be your 'Front Door' but also provide a 'Table of Contents' to your site. It should provide an opportunity for your visitors to become customers by gently guiding them along the sales path.

Make it easy to navigate your site

Make options available so that your visitors can move easily between pages. Provide an explanation of where the link will take them. Make it easy to explore your site, yet always have access to home and featured pages readily available. Navigation tool bars and other linking icons and graphics should always have text alternatives.

Actively involve your visitor

A successful website actively involves the visitor in meaningful interactive activities. Provide two-way e-mail, forms and other interactive features. Feedback is essential! This also gives the customer a sense of participation and allows them to be part of the process. Give users access to specific key people in your company, rather than some anonymous "info@xyz.com." The great appeal of the Internet over most types of media is this unique interactive feature. Use It!

Create virtual communities with your customers and suppliers

Successful websites use community effectively. Be a responsible Net citizen. Understand the total community of your Web site. It goes beyond the traditional customer relationship of advertising. Carve out a lead role in that community.

Provide Tools and Tips

Provide your customers with strategies, success models, tips and techniques. A successful website places your company at the hub of the user's online community. Successful websites provide strategies and solutions that will make your visitors ready, willing and able to buy your products.

Have a clearly defined Sales Process

The most successful websites are the ones that contribute to the bottom line. Do you have a way to guide the customer through the sales process? Provide multiple ordering options: checks, credit cards, purchase orders and virtual accounts are a few of those available. Include both online forms and Email 'hot links'. Be sure to include your telephone, Fax and cell numbers. Your location and business addresses are essential. Make your site and the ordering process well-organized, easy to use and understand.

The Web Site Marketing Plan

Begins with a thorough analysis of the opportunities and challenges facing your business. It is the first and most crucial step in the Website Development Process.

Promoting your website successfully depends on how well you connect with your customers. This can only be accomplished by building your online community. It is through continuous effort that includes hard work, careful research, knowledge and experience, and developing a smart marketing strategy that your success becomes possible.

Our Website Marketing Plan helps you accomplish this by:

- Setting realistic goals
- Identifying key concepts
- Budgeting resources, money & time
- Defining the purpose of your site & business
- Establishing your USP (Unique Selling Proposition)
- Defining the products & services offered
- Identifying & profiling your customers
- Determining why people want to do business with you
- Providing valuable market research

There are no shortcuts or magic bullets to insure your success. A business should be prepared to spend more time, money and resources on marketing their website than on its initial development. It is only through a sustained and intense effort over a period of time that the desired results can be achieved.

The Website Marketing Plan is a marketing and design proposal.

It includes a customized study of sites that will help our clients reach their target markets and provides a complete analysis of the opportunities available to them on the Internet. The Plan will help you evaluate and set goals, identify key concepts and develop ideas for promoting your website. A website proposal, site outline & preliminary budget are also key components of the Website Marketing Plan.

We charge a flat rate of **\$2500** paid in advance for The Website Marketing Plan. This price covers most web sites up to 20 pages. Once we have your approval and payment, we can schedule your project. It normally takes about two weeks to produce the plan. Large and complex sites may cost more and take longer.

After we have produced The Website Marketing Plan and you have approved the concept and budget, we can then develop the website architecture and produce, test, place, and launch it on the Internet for you. We also offer site maintenance and upgrade options in the proposal.

Most small business sites will need at least 10-15 pages to convey their message and present their products and services. Companies should expect to provide graphics, logos, artwork, and text and ad copy. Graphics should be properly formatted for the Internet. Having this content available helps reduce your cost substantially.

Promoting & Marketing Your Website

DzyneLoft will use the promotional and marketing strategies that most effectively help you sell your products and services on the Internet. These strategies will be clearly spelled out in your Website Marketing Plan. However, there is a lot you can do to help this process along -- especially once your website is online.

Techniques and resources for Promoting your website

1. Search Engine Site Registrations
 2. Key Word Descriptions
 3. Using Meta Tags Effectively
 4. Using Email As A Publicity Tool
 5. What You Can Do
 6. Tune Up Your Website
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Using Meta Tags Effectively

To be sure your web site is properly indexed, special <META> tags are imbedded in the html of each page. These tags, along with clever and judicious placement of descriptive text and keywords in the body of your Web pages, direct the 'bots' (spiders, worms, robots, and crawlers) sent out by search engines to include information you have carefully selected about your company.

When your site is searched the 'key words' and 'descriptions' that were entered into the <META> tags are recorded and become part of the search engines' database, greatly increasing the likelihood that users will find you.

Key Word Descriptions

Prepare a brief, descriptive title for your site or page. Keep it short, and make sure it conveys at a glance your topic: *Project Management Services* or whatever.

Come up with 10 or 12 keywords that also correspond to your topic, but expand on the concepts as well. Don't stop at variations on *project management* go on to include construction, planning & design, estimating, contracts, job costing, etc.

Write a short sentence to clearly describe the site. Make sure the first few words actually do the job -- forget *Welcome to Project Management Services* instead, launch right in: *Control job cost and reduce construction overhead to insure your projects success with Project Management Services.* (Focus on benefit to the user first and the name of the site at the end.)

Some search engines that don't support the keywords <META> tag instead comb the Web page to see which words are used most often and assume those to be keywords; for the benefit of those search engines, work those handy keywords into the rest of your page's text. Again, don't sacrifice readability; be creative.

What You Can Do!

To gain all the credibility your new website deserves, use your existing print and other media advertising to announce your 'Grand Opening' on the WWW. By announcing your website to both old and new customers you are giving them an opportunity to 'visit your new store' while communicating your sales message.

- Continue the Site Registration Process with as many indexes as possible.
- Include your companies Email and website address on all of your other print literature and advertising.
- Contact Trade Associations and other complimentary businesses and exchange links.
- Place web based advertisings on selected sites.
- Develop and implement an Email newsletter.

To insure the best results, it is important for you or a key player on your team to coordinate the flow of information between our companies, and participate in the Project sTrEAMs website development process.

Project Streams Our Working Concept

A Project sTrEAM is our name for the TEAM of artists, writers, programmers, developers and other individuals that are given the responsibility for creating your website. It is also the working concept that we use to move a website through the development process.

Project sTrEAMs are initiated when the client approves the Website Marketing Plan. A development group is then assigned to the Project sTrEAM and linked to your organization. It is composed of both in-house and virtual associates.

The Project sTrEAMs process helps us set goals and schedules, and develop the key concepts that guide us through the evaluation, design, development and marketing of your website.

As your Project sTrEAM flows through this process, templates are prototyped, artwork is created, links are validated, editing and page 'tweaking' completed and the site is built, launched, marketed and updated. The sTrEAMs concept allows a flexible yet productive approach to project management and insures the full support of a design team.

Website Architecture & Design

This phase of the Website Development Process is where your website really begins to take shape. The Graphic Interface is designed, technical and compatibility issues are resolved, and page templates and prototypes are worked-up and tested.

The Graphic Interface is one of the most important features of a website.

Images must be properly scanned, formatted and sized. Existing artwork and logo designs need to be adapted for web usage. New artwork must be created for backgrounds, image maps and navigation elements.

Creating the Graphic Interface Includes

- Page design & layout
- Illustrations, image maps and photographs
- Logos, banners and navigation tool bars
- Bullets, bars and buttons
- Backgrounds
- Animations and multimedia presentations
- Special type styles, fonts and faces.

NOTE: If you can provide web ready graphics on disk, in either the .gif or .jpeg formats, this will help hold your cost down. If we have to develop new graphics & artwork, or scan them in, it will add to your cost. Text should be edited and in a word processor file.

Implement The Design

This is one of the most exciting and rewarding phases of the website development process.

The site really starts to take shape. Most of the key development phases have been completed and final beta testing is performed. Your website is now very close to its launch date.

Key development phases are implemented.

- Templates and prototypes are developed & tested
- The photographs, illustrations and artwork are in place
- Cross platform compatibility & other technical issues are resolved
- Complete web pages are edited, tested and delivered
- Proposals for printing or producing design variations are submitted
- The website is loaded onto your server and your company is now online!

This experience is very similar to launching any new business enterprise or opening a new store. The better prepared you are, the higher your chances for success. You can celebrate a little now, but work remains to be done. If you have a Website Marketing Plan, then many of the promotional and networking recommendations will now kick into high gear.

How much does A Web site Cost?

Of course much depends on the scope and complexity of your site. However we have developed a few examples of different packaged sites with the prices listed. For a full description of a websites features, just click on the blue 'Details' bullet.

Website Description	Number of Pages	Starting Price
The Billboard	1-6 Pages	\$600+
The MicroSite	7-12 Pages	\$1200+
The Virtual Business	13-19 Pages	\$2700+
Merchant Storefront (See attached)	20-30 Pages	\$5000+.
Business Application Tools (See attached)	50-100+ Pages	\$Call Us

- ▶ All DzyneLoft web pages include this basic set of Design Features
- ▶ We also offer Web Site Design & Consulting Services by the hour.

Each business has its own unique identity or 'culture'. The packages suggested here will suit a great variety of business needs. They provide a set of basic configurations that show the range of structural possibilities in website architecture. It is our mission however, to design a website that is tailored to your specific needs, maintains your identity and enhances your bottom line.

Your websites' success depends on how well you connect with your customers. This can only be accomplished by careful research and a well-developed plan. It is essential to identify your customers, establish your goals and implement a smart marketing strategy. Our Website Marketing Plan is designed to do just that.

Internet Marketing & Consulting Services

There's so much more to having a website than just building one. The old adage, 'build it and they will come' couldn't be less true in this case. You need to have a comprehensive plan for integrating your Internet presence into your overall business process, including marketing, promotion and enhancement of the site.

"If you want to succeed on the Net, you don't need to know computer programming. What you need is expertise in applying your marketing know-how to this unique, exciting medium. You need strategies, tactics, innovations, ideas and solutions."

NetMarketing Magazine

At DzyneLoft we apply our marketing know-how to help you succeed. We provide strategies and innovative ideas that help you meet the competitive challenge and seize the opportunities offered by the Internet.

By showing you how to integrate your Internet presence into your business process, we provide online marketing solutions that:

- Enhance your branding and advertising efforts
- Provide a deeper level of customer service
- Cut costs significantly in printing and mailing
- Generate customer databases & sales leads
- Provide partnership opportunities

There are no shortcuts or magic bullets to insure your success. A business should be prepared to spend more time, money and resources on marketing their website than on its initial development. It is only through a sustained and intense effort over a period of time that the desired results can be achieved.

DzyneLoft is committed to helping you secure your online success. We do that by providing a number of website advertising, public relations and promotional services that in our experience are proven and effective when implemented on a continuing basis.

Online Management Services

A well managed website is one that is up-to-date. Dynamic content is maintained through the use of fresh data and information. Links need to be periodically checked and validated. If yours is a product-orientated business, then updating may be required for pricing and availability.

Marketing Research Services

Research is a crucial aspect of website development. DzyneLoft research services are designed to address these important considerations when developing your website:

- Who is the competition?
- How are they is positioned in your marketplace?
- What are their strengths and weaknesses?
- What actions can be taken to overcome any advantage the competition may have?
- Which current technologies can be utilized to place your company in a position of strength?
- What emerging technologies might be appropriate for future consideration?
- What strategic 'links' and relationships can be developed to form support communities?

Let us provide the answers to these questions so that your company and its website can gain the strategic insight it needs to effectively market its products and services online.

Hourly Website Development & Design Rates

From site analysis, concept development, and html authoring to consulting, special programming and Internet marketing, we offer a comprehensive range of Website development services by the hour. We also have a selection of packaged websites that provide many businesses with all the features they need to get their organizations online.

Description of Service	Hourly Rates	Notes
Web Site Design	\$75. Per Hour	Site analysis, concept development and design proposals
Web Site Development	\$90. Per Hour	Prototyping, template and site building
HTML Authoring	\$50. Per Hour	Web page programming and editing
Consulting	\$60. Per Hour	Evaluations, concepts, designs, site development, web graphics, and technology challenges
Special Programming	Please contact us for a quote	Java, cgi's, forms development, financial transactions and multimedia interfaces
Custom Web Graphics	Please contact us for a quote	Scanning, illustrations, photos, logos, toolbars, imagemaps and artwork
Research and Marketing	\$60. Per Hour	Links, competition, registrations, announcements, advertising and strategy
Web Site Management	\$75. Per Hour	Maintenance and upgrades
Site Hosting	Please contact us for a quote	Placement of your website on our ISP
Training and Technical Assistance - Class sizes limited to 6 participants	\$395.Per Class	2-3 Hr. Workshops and on site training: Exploring the WWW, HTML Fundamentals, Web Graphics, Marketing Your Web Site. Flexible scheduling available

Site Hosting

We can obtain your company domain name and place your web site on our server. By placing your site on our server we can assure easy access and updating capabilities. In most cases, having your site hosted by DzyneLoft can lower your cost.

D z y n e L o f t
CONTRACT AGREEMENT

Client _____

Phone _____ **FAX** _____

Authorized Representative of the Client _____

Address _____

City _____ **State** _____ **Zip** _____

Country _____

E-mail address _____

Present WWW URL (if any) _____

User Name _____ **Password** _____

Terms of Agreement

1. Authorization

The above named client is engaging DzyneLoft, a sole proprietor, located at 6533 E. Jefferson, Loft #307W, Detroit, MI 48207, as an independent contractor for the specific purpose of developing and/or improving a web site.

Hereafter, the client will be known as the "Client" and DzyneLoft will be known as the "Developer."

The Client hereby authorizes the Developer to access the Hosing Service Provider account, and authorizes The Host Service Provider to provide the Developer "write permission" for the Client's web page directory, cgi-bin directory, and any other directories that need to be accessed for completion of this project.

2. Standard Hosting Service

Developer may either secure a hosting account on behalf of the Client or the Client may secure Hosting Service independently or utilize other available hosting space, such as that provided by an Internet Service Provider (ISP), at the client's discretion.

Hosting account setup and configuration and email account creation and maintenance are the responsibility of the Developer only if the hosting is secured and maintained by the Developer.

Fees for Hosting Services secured by the Developer are listed in Appendix A.

3. Domain Registration

If the Developer provides Hosting Service for the Client, the Developer will obtain a domain name (www.domainname.com) for the Client at the Client's request. The price for Domain Registration is listed in Appendix A. Should the Client desire a specific domain name that is already owned by another party, negotiations for said domain name must be undertaken and completed by the Client.

4. Technical Assistance

If the Client opts to maintain the site after completion, the Developer will provide e-mail and telephone

assistance to the Client's designated representative(s) regarding management of the Client's web site for a period of 30 days after the site is officially declared completed. If the client finds the need for assistance after the 30-day period has expired, the Client will be offered an hourly rate or a Maintenance Agreement to compensate the developer for continuing to provide such assistance.

5. Base Package

This agreement contemplates up to ___ standard web pages including layout, graphic creation and necessary JavaScript for desired functionality.

6. Text

The Client will supply the majority of text and other content. Developer may assist in the creation, editing, and adapting text for web suitability as needed. Web pages with more text that fits on a standard sheet of 8 ½ X 11 paper at 12 point type size may be subject to additional fees for increased formatting time, billed at an hourly rate of \$30/per hour.

7. Cross-Browser Compatibility

This agreement contemplates the creation of a web site viewable by current versions of Netscape Navigator, Microsoft Internet Explorer, and Opera. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. Client is aware that some advanced technologies may require a more recent browser version and brand or plug-in.

8. Graphic Creation

It is anticipated that the Developer will create, capture or receive from the Client all the graphic elements necessary to complete the Client's web site. This base package includes creating images and scanning provided images (up to 15 images). If digital photography is required, charges will be listed in Appendix A. All graphics will be optimized for smaller file size to make them suitable for web use.

9. CGI/Perl

This contract contemplates basic forms 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 or database. The selected Hosting Service must provide the script or allow for CGI-bin access to provide this functionality. If the Client requests a specific script beyond this capability and if a script 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. However, the Developer will make a reasonable effort to locate a free or pre-existing script and will notify the Client by email, telephone, or in person before making such a purchase on the Client's behalf.

10. Macromedia Flash

Macromedia Flash is an option for the development of dynamic or interactive pages. If the client requests development of Macromedia Flash content, charges are listed in Appendix A.

11. Real Audio/Video

If the Client desires development of RealAudio or RealVideo content, the charges will be listed in Appendix A.

12. Site Search Engine and/or Password Protected Directories

At the Client's request, a Site Search Engine and/or Password Protected Directories will be provided at no additional charge for sites which the Developer maintains Hosting Services.

13. E-commerce

If a shopping cart is required for the Client's site, the charges for installing and configuring the shopping cart will be listed in Appendix A.

14. Secure Certificate

If the Client selects an e-commerce enabled site, the Client must obtain a secure certificate for online transactions. Providers of Secure Certificates for online transactions typically charge for this service.

15. Merchant Account

If the Client's web site requires the ability to accept credit cards through a Merchant Account, the Client will be responsible for providing a Merchant Account. The Client understands that any charges necessary to secure or maintain the Merchant Account are not covered by this agreement.

16. Payment Gateway Accounts

If the Client desires real-time credit card processing, charges for integrating the payment gateway into the client's site is listed in Appendix A. Any charges related to this service are payable to the provider of the Gateway Service and are the sole responsibility of the Client.

17. Databases

This agreement does not include a provision for the creation of a database or database-generated content unless specifically listed in Appendix A. The charges for such will be listed in Appendix A.

18. Payment Terms & Work Flow

A minimum deposit of fifty percent (50%) of the anticipated charges (as specified at the end of Appendix A) is required to commence work.

Once the deposit is received by the Developer, basic site design concepts will be discussed and put online for the Client's viewing and approval. 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. Once this acceptance is received from the Client, the work necessary to complete the project will begin. The Client should continue, however, to frequently view updates to the site and express their preferences or dislikes to the Developer.

Upon completion of the web site, an e-mail or postal mail invoice will be sent to the Client advising the Client that the work has been completed. The Client has 7 days to review the work and request any changes. If no changes are requested, final payment of the remaining 50% balance plus any additional charges incurred will be due within ten (10) business days after delivery of this e-mail or letter and invoice. If the ten (10) day minimum is not met, an additional charge of 10% is due. If payment is not made within thirty (30) days of invoicing, simple interest will accrue weekly on the balance owed at a rate of 5% 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 the completion notification. If a payment delay is anticipated, please contact the Developer. In such a case, the Developer may, at the Developer's sole discretion, opt to waive part or all of the late charges and interest fee and make alternative payment arrangements with the Client.

19. Client Amends

Developer strives to provide excellent customer service. To that end, the Developer encourages input from the Client during the design process.

The Developer understands, however, that Clients may request significant design changes to pages that have already been built to the Client's specification. To that end, please note that this agreement does not include a provision for "significant page modification" or creation of additional pages in excess of the agreed maximum (see Item 5). If significant page modification is requested after a page has been built to the Client's specification, it is considered as an additional page.

Some examples of significant page modification at the request of the Client include, but are not limited to the following:

- Developing a new table or layer structure to accommodate a substantial redesign 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 at the Client's request.

- If the Client requests significant page modification after the maximum has been reached, the charge will be \$75.00 for each additional page. Moderate changes, however, will always be covered during our development of the site and also covered by one month of free maintenance.
- Client should also be aware that significant modifications could delay the completion date, and requests for significant modifications before the completion date may incur additional charges, at the discretion of the Developer. The Developer, however, will notify the client via email, telephone, postal mail, or in person before this type of additional charges are incurred in order to gain the Client's approval or rejection of these charges.

20. Maintenance Agreement

Thirty (30) days of site Maintenance is included in the cost of site development. Clients may choose to maintain a Maintenance Agreements after this period has expired. Such agreements may be billed at a fixed monthly rate or an hourly rate (\$75/hour) and charges will vary depending upon the anticipated needs of the Client. If you have chosen a Maintenance Agreement, the terms of such will be listed as Appendix A to this agreement.

21. Client or Third Party 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 and avoid the expense of a Maintenance Agreement.

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 an hourly rate of \$75.

22. Search Engine Registration

The Developer will optimize the Clients web site with appropriate titles, keywords, descriptions and text and thereafter submit the Client's web site no less than five (5) major search engines and directories including Yahoo if desired. (Yahoo has a charge for review of business pages for inclusion. This charge is the sole responsibility of the Client.) Developer cannot guarantee the acceptance of the site by any particular search engine or the placement of Client's site in search engine results.

23. Assignment of Project

The Developer reserves the right to assign 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 the same as if the Developer had personally completed the work.

24. Additional Expenses

Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project. Examples include, but are not limited to, the following:

- 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
- Purchase of specific script at the Client's request

Client will be notified by telephone, email, or in person if a situation arises that would indicate a need for such expenditures and be allowed the opportunity to accept or reject them beforehand.

25. Copyrights and Trademarks

The Client represents to the Developer and 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.

26. 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 Michigan on behalf of the Client.

27. 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 work on 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.

28. 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 cannot provide legal advice.

29. Ownership to Web Pages and Graphics

Copyright to the finished assembled work of web pages produced by the Developer and graphics shall be vested with the Client upon final payment for the project. 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.

30. Design Credit

Client agrees that the web site created for the Client may be included in the Developer's portfolio. If the Client allows the developer to place a small textual credit at the bottom of the each webpage, the developer will offer the client an additional 30 days of maintenance in exchange for this credit.

31. 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.

32. 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. In some cases, delays receiving materials or other circumstances can slow the process of development.

However, developer agrees to make all reasonable efforts to complete this project no later than

the : _____ O f _____ Year _____.

33. Cancellation

Cancellation of the project at the request of the Client must be made in writing. In the event that work is postponed or canceled at the request of the Client, the Developer shall have the right retain the original 50% deposit. In the event more than fifty percent (50%) of the anticipated work is completed, additional payment will be due, prorated based on the percentage of work completed. If additional payment is due, this will be billed to the Client within 10 days of notification to stop work. Final payment will be expected under the

same terms as listed in Article 18 above.

34. Arbitration

Any disputes in this agreement shall be addressed through the Square Trade Dispute Resolution Service. The Square Trade's award shall be final, and if necessary 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 which proceeds to court.

35. Entire Understanding

This contract and the Appendices attached thereto constitute the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties.

Both parties warrant that they have read and understand the terms set forth in this agreement. Both parties ascertain that they will make a good faith effort to abide by the terms set forth herein.

This agreement shall be governed and construed in accordance with the laws of the State of Michigan. In the event that any specific portion of this contract is deemed legally unenforceable, the remaining portion of this contract is still considered valid to the maximum extent allowable by Michigan State law.

On behalf of the Client _____

Date _____

On behalf of the Developer _____

Date _____

Appendix A
Fee Service

Hosting services [are / are not] to be secured and maintained by Developer. Fees for any hosting Services are due payable upon receipt of invoice, and unpaid Hosting Service fees may result in the Client's site being removed from the server. If Hosting Services are provided, Hosting Package [Basic / Standard / E-commerce] is selected.

Fees for Hosting Services include necessary configuration of Hosting Account, creation of email accounts up to the number allowed by the Hosting Package selected, necessary technical assistance in conjunction with the Hosting Services and access to Server Logs and web-based email if desired by the Client.

Monthly cost for the hosting package selected:

Domain Registration [is / is not] to be completed by the Developer. If Domain Registration is required, the period is for [one year / two years]. Developer will invoice the Client for \$30 for a one- year registration or \$60 for a two-years' registration. This price includes all the applicable service fees charged for domain name registration by the appropriate authorities.

Logo Design [is / is not] to be included. If included, this logo design must be suitable for [web use only / web and print use]. Logos can be provided in any or all of the formats requested by the client, including gif, jpg, psd and eps files. If the logos are requested in another format, the Developer will provide the Client with this format if the Developer's software supports the format. Description and price of Logo Design services required:

Digital Photography [is / is not] required. Description and price of any needed digital photography:

Flash Development – Client [has / has not] requested Flash Development services. Description and price of any requested Flash Development Services:

Shopping Cart and/or E-commerce capability [is / is not] required. Description and cost of shopping cart and/or E-commerce development:

RealAudio or Real Video [is / is not] required. Description and price of any requested. RealAudio or Real Video Development:

Database Creation and Functionality for the site [is / is not] required for this project. Description and cost of any Database work for this site:

Maintenance Agreement [is / is not] requested. Maintenance Agreements are billed monthly, and the terms if the agreement may be changed at the end of a billing cycle, at the Developer's discretion. In the event of a change, the Client has the option of accepting the new terms or terminating the agreement. Description and price of Maintenance Agreement:

Subtotal of Optional Services From Appendix A

Base Price (for services outlined in the Web Development Contract) \$ _____

Total Price (Base Price plus Optional Services from Appendix A) \$ _____

Deposit Required

The specific services outlined in this agreement may be amended only by mutual agreement of the Client and Developer. The Developer may require written consent to add services not listed in Appendix A. In the event that the services outlined are amended or modified, the total price for site development may change. If there is difference in the total price for site development after this initial agreement is made, any differences will be reflected in the final invoice for the site.

On behalf of the Client _____ Date _____

On behalf of the Developer _____ Date _____