

Agreement contract for Design and Development - Daily Bread Communications

1. Authorization. The client engages Daily Bread Communications, its officers, agents, employees, and subcontractors (hereinafter collectively referred to as "Daily Bread Communications."), as an independent contractor for the specific purpose of development and designing an online application on the World Wide Web site (hereinafter referred to as the "Project") to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, hereinafter referred to as "Hosting Service", or provided on such other media that the Client requests in writing. The Client hereby authorizes Daily Bread to access this account, and authorizes the Hosting Service to provide Daily Bread, with full controlling access to all levels of the Client's account, and any other programs needed for this Online Web Design Project that are included as part of the Client's service agreement/level.

2. Development. The online web design tools used to develop this Project will be determined at the sole discretion of Daily Bread.

3. Browser Compatibility. Designing web pages to work identically in multiple browsers and browser versions can require considerable extra effort and expense as it could involve creating multiple versions of various code pieces and pages. Daily Bread represents and warrants that the web pages it designs for function in Microsoft® Internet Explorer versions 6.0 and later and Netscape Navigator/ Communicator version 7.2 and later. While Daily Bread will make reasonable efforts to create designs that are fully "backward compatible", the Client acknowledges that such backward compatibility, especially with advanced function, will involve significant additional time and expense. Daily Bread does not warrant full function on any other browser or version other than those listed.

4. Accessibility. Daily Bread will make all reasonable efforts to ensure full accessibility for all visitors, limited at its sole discretion. Additional efforts directed by the Client in writing will be at the Client's additional expense.

5. Assignment. Daily Bread may, at its sole discretion, assign portions of this Web Design Project without change to any of the basic terms and conditions of this Project Contract.

6. Copyrights and Trademarks. The Client unconditionally warrants that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Daily Bread for inclusion in the 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 Daily Bread from any liability (including attorney fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

7. Completion Date and Client-supplied materials. Daily Bread agrees to complete the Project no later than the said date after Client has submitted all necessary materials. If the Client does not supply Daily Bread with complete text and graphics content for this Project within 45 days of the effective date of this agreement the entire deposit amount of the agreement may be retained by Daily Bread, at its sole discretion, as liquidated damages and the contract shall become null and void.

8. Cancellation. The Project may be cancelled in writing by either party without prejudice and without liquidated damages, within 15 days of the effective date of this agreement. Deposits are refundable at the sole discretion of Daily Bread.

9. Website Completion. Daily Bread and Client will each exert all due effort to complete all Project requirements by the completion date and to render final payment. By rendering final payment for the Project Client acknowledges completion of all requirements of the Project.

10. Project Delivery and Hosting. The final project will be published to the Client's hosting service upon receipt of final payment or delivered via other media at the Client's request, upon receipt of full and final payment. The Client acknowledges that any hosting services provided to it by Daily Bread are not part of this agreement, and are subject to a separate agreement. If hosting services are contracted from a source other than Daily Bread the Client agrees to contract with a hosting service that meets the server software requirements of the Project as determined by Daily Bread including FTP and/or Microsoft FrontPage®. Client further agrees that Daily Bread will have complete "root" access to the hosted domain. Client acknowledges that Daily Bread's efforts to resolve server software issues with non-Daily Bread servers, including FrontPage® Server extensions and other required server software are subject to additional hourly charges of \$150 . If the Client elects project delivery on other media of its choice the Client assumes all responsibility for the use and functionality of the Project.

11. Meta Tags and Search Engines. Adding of Meta Tags (Description and Keywords) and the periodic submission and resubmission of the web design project to search engines and updating occur only after the full final payment is made, and are subject to additional charges.

12. Website Maintenance. Daily Bread and Client may enter into a separate agreement for website maintenance services after the completion of the Project, but none are contemplated in this Contract.

13. Electronic Commerce Laws. The Client acknowledges that it is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Project and all services contemplated herein, and will hold harmless, protect, and defend Daily Bread from any claim, suit, penalty, tax, fine, or tariff including attorney fees, arising from the Client's exercise of Internet electronic commerce and/or any failure on the part of Client to comply with any such laws, taxes, and tariffs.

14. Copyrights. Copyright to the finished web design site produced by Daily Bread will be the sole property of the Client 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 are specifically not transferred to the Client, and remain the property of their respective owners. Daily Bread and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. The Project may contain a copyright and/or legal statement with links to Daily Bread family of websites.

15. Arbitration. Any controversy or claim arising out of or relating to this agreement, or any breach thereof, shall be settled by arbitration in the state of Texas, in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

16. Collection. Daily Bread reserves the right, at its sole discretion, to remove any and all web content from view on the Internet when any legitimately incurred amount is outstanding and overdue from the Client to Daily Bread, and will endeavor to restore such content promptly and without delay upon the receipt of such payment. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process.

17. Venue. Regardless of the place of this agreement, the Client agrees that for purposes of venue, this agreement was entered into in Texas, and any dispute will be litigated or arbitrated in Texas, USA and the client hereby consents to the personal jurisdiction of the Texas State Courts.

18. Legal Notice. Notwithstanding anything to the contrary contained in this contract, neither Daily Bread nor any of its employees or agents warrants that the functions contained in the web design project will be uninterrupted or error-free. The entire risk as to the quality and performance of the web design project rests with the Client. In no event will Daily Bread be liable to the Client or any third party for any damages, including, but not limited to,

service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond Daily Bread's reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, the Client's or site visitor's computer or Internet software, even if Daily Bread has been advised of the possibility of such damages.

19. Payments and Deposit. Payment for services provided hereby shall be made in accordance with the conditions contained in this contract agreement and any documents attached hereto and made a part of this agreement by inclusion. Notwithstanding any conflicting prices listed in literature or on Web pages as published from time to time, the Client and Daily Bread agree that the services described in this contract and any attachment included by reference, shall be completed for said cost. The Client agrees to pay to Daily Bread an initial, non-refundable deposit of \$100 and agreed project cost advance of 75%, upon making Daily bread to design and develop the project. Final payment is due prior to publication and/or delivery of the Project. All amounts are in their respective currency or U.S. Dollars.

20. Sole Agreement. This agreement constitutes the sole agreement between Daily Bread and the Client regarding this Project.

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Technology Solutions

DAILY BREAD.IN

Daily Bread Communications ;

Daily Bread Host and Dailybread.in are terms used by Daily Bread Communications .