

Web Page Design And Maintenance Agreement

Used in conjunction with the Web Page Planning Worksheet.

World Connect

Web Page Design for Organizations, Businesses, and Personal
12808 Engelhardt Court
Clinton, Maryland 20735, USA
301-292-2109

<http://www.wcpub.com/>

E-mail: <mailto:worldconnect@wcpub.com>

Contact Name _____ Phone _____

Company/Client _____ FAX _____

Address _____

City _____ State _____ ZIP _____ Country _____

Present WWW URL (if any): _____

Username _____ Password _____

Our desire is to satisfy 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 World Connect as an independent contractor for the specific project of developing and/or improving a World Wide Web site to be installed on the client's web space on an Internet Service Provider's computer. The client hereby authorizes World Connect to access this account, and authorizes the Internet Service Provider to provide World Connect 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. Package Elements. World Connect includes the following elements in their Web site packages:

- **E-mail/telephone consultation** (Up to 2 hours marketing and Web design consultation. Telephone long distance charges are in addition to package rates quoted.)
- **Words of text** supplied by the client (200 words per page approximate maximum. More allowable if supplied on diskette.)
- **Links** to external pages, up to 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 Web site. Colorful lines and bullets, and colored textured background)
- **Photos and other miscellaneous graphic images** supplied by client (up to 1.3 included per page in standard web sites and "regular" pages, in addition to masthead and to-of-page graphic. Color originals larger than 5" X 8" are extra.)
- **Installation** of Web pages on the client's ISP host computer.
- **Updates and changes** to existing Web pages for one year (includes up to one hour per page total. Additional changes billed at hourly rate.
- **Site publicity** to at least a dozen major Web search engines, such as Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, Savvysearch, etc.
- **E-mail response link** on each Web page to any e-mail address the client designates.
- **Feedback or guestbook form** (Basic CGI program included. Includes up to 20 fields. Extra charges may be incurred if the client's Internet Service Provider does not use a Unix operating system. Not included in the package price for sites smaller than 6 pages.
- **Image Map** for internal navigation (Not included in the package price for sites smaller than 6 pages.)

3. Web page packages. The content of the Web pages will be supplied by the client and executed as specified by the client in the "Web Page Planning Worksheet" dated _____. Notwithstanding any prices listed in literature or on Web pages, the client and World Connect agree that the service described in this contract shall be completed for \$_____ which shall include up to _____ Web pages. In case the client desires additional Web pages beyond the original number of pages specified above, the client agrees to pay World Connect and additional \$_____ for each additional Web page.

4. Special Instructions. The space below describes any changes the client desires from the services outlined above:

5. Maintenance and Hourly Rate. This agreement includes Web page maintenance to regular Web pages over a 12-month period up to an average of one hour per regular page, including updating links and making minor changes. The 12-month maintenance period commences upon receipt of **final** payment for this Web site package. Changes requested by the client beyond those limits will be billed at the hourly rate of \$_____. This rate shall also govern additional work authorized beyond the maximum specified above for such services as marketing, consulting, Web page design, editing, modifying product pages, databases, and graphics services.

6. Changes to Submitted Text. Time required to make substantive changes to the text which are requested after the Web pages have been constructed will be deducted from the hours reserved for updating the completed Web site.

7. ISP. The client understands that any Internet Service Provider (ISP) services require a separate contact with the ISP of the client's choice. The client agrees to select an ISP which allows World Connect full access to the Web site and a cgi-bin directory via FTP and telnet. The client further understands that if the ISP's operating system is not a Unix system, the response form software will not work, and providing a substitute will incur additional charges.

8. Completion Date. World Connect and the client must work together to complete the Web Site in a timely manner. We agree to work expeditiously to complete the Web Site no later than_____.

9. Payment of Fees. Fees to World Connect are due and payable on the following schedule: 50% upon signing this contract, 50% when the Web pages have been constructed according to the clients original written specifications. If the total amount of this contract is less than \$400, the total amount shall be paid upon signing this contract. In case the client has not secured Web space on an Internet Service Provider computer by the time the Web pages are completed, the Web pages may be delivered to the client on diskette. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payment will be made in US funds.

10. Assignment of Project. World Connect reserves the right to assign other Web designers or subcontractors to this project to insure the right fit for the job as well as on-time completion.

11. Legal Stuff. World Connect does not warrant that the functions contained in these Web pages or the Internet Web site will meet the client's requirements or that the operation of the Web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web pages and Web site is with client. In no event will World Connect 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 Web pages or Web site, even if World Connect has been advised of the possibility of such damages.

12. Copyrights and Trademarks. The client represents to World Connect and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or to the artwork furnished to World Connect for inclusion in Web pages 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 World Connect from any claim or suit arising from the use of such elements furnished by the client.

13. Copyright to Web Pages. Copyright to the assembled work of Web pages produced by World Connect is owned by World Connect. Upon final payment of this contract, all rights owned by World Connect to the design, graphics, and text in this Web site are assigned to the client. Rights to photos, graphics, and CGI programs which were not owned by World Connect are limited to client's use only, the products themselves remain the property of their respective owners.

14. Payment of fees. In order for World Connect to remain in business, 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 5% penalty will be added for each month of delinquency. World Connect reserves the right to remove Web pages 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 World Connect, regardless of the place of signing of this agreement, the client agrees that for purposes of venue that this contract was entered into in Prince Georges County, Maryland, and any dispute will be litigated or arbitrated in Prince Georges County, Maryland. Please pay on time.

15. Sole Agreement. The agreement contained in this "Web Page Design and Maintenance Agreement" constitutes the sole agreement between World Contact Publishing and the client regarding this Web site. 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 twelve (12) months after both parties sign this contract. Continued services after that time will require a new agreement.

16. Initial Payment. This agreement begins with an initial payment of \$_____.

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

On behalf of the client:

_____ Date _____

On behalf of World Connect

_____ Date _____

Web Page Planning Worksheet

Used in conjunction with the Web Page Design and Maintenance Agreement.

This questionnaire is designed to enhance communication between World Connect and our clients.

Organization Name:

1. Purpose

- To gain a **favorable impression** of the company or organization
- To develop a qualified **list of prospects**.
- To sell products directly E-Commerce
- 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 or customers.
- Other _____

2. Site Organization

Names of pages. Indicate with arrows or other means which pages are "under" others. We assume that all pages are at least one level under #1, the index/welcome/home page.

1. **Index/welcome/homed page**
- 2.
- 3.
- 4.
- 5.

6.

7.

8.

9.

10.

11.

12.

Total number of pages decided upon_____

3. Site and Domain Names

Site Name on Masthead:_____ Title which appears on the very top of the Web browser and will show on listing by Web search engines:

Domain Name (It must be registered through your Internet Service Provider and approved by InterNic before we can use it.)

4. Masthead Graphic

__ 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_____

5. Background Color or Texture

Often, no texture at all is the best choice for readability.

__ Preferred background color

__ Preferred background texture

6. Basic Page Elements

- Page titles which show at top of Web Browser:_____
- Top-of-page graphic based on the design of the masthead graphic
- Standard company ID near bottom of page
- E-mail response link to the following e-mail address@_____
- Size of normal text type_____
- Tables: Preformatted tables (for text-only browsers), Netscape compatible, Both
- Internal navigation by Jump Links (text) or Image Map and jump links
- Updated date stamp

7. Finishing Touches

- Horizontal rules or Colored lines compatible with color scheme
- Colored 3-D balls, checkmarks, or _____ on Index page
- "New" or "updated" logos
- May we include a link at the bottom of the welcome page with reads "Web Site Designed by World Connect"
- Other_____

8. Photos and Graphics

You must sign statement that you own or have permission to use any photos or graphics you send us

- Clipart
- Photos which are scanned in
- Click able thumbnail images which link to full size pictures on their own pages
- Type of images to use: GIF (accessible to all) or JPEG (loads faster)
- Transparent edges of images to make it appear to "float" on the page background.
- Sound, Animation, Video clips, Flash
- Other

9. Forms

- Guestbooks for visitors to record comments
- Requests for information -Surveys of customer preferences
- On-line order forms
- Order forms which can be printed out and mailed or faxed
- Special CGI script programming needed (extra charge)
- Other

10. Uploading and Testing Pages

Internet Service Provider Name: _____

FTP address _____

Telnet address _____

Username _____ Password _____

Voice phone: Area code _____ Phone number _____

E-mail address for support or help _____

11. Registering and Advertising Your Web Site

- Advertising your Web site to Web search engines that index the Web
- Giving customers a good reason to come by offering them something
- Finding industry-wide linking pages and negotiating reciprocal links to and from their Web pages
- Purchasing Web advertising
- Becoming active in several of the thousands of Internet news groups and mailing lists
- Developing a "signature" mini-ad attached to all your e-mail messages
- Making your Web site part of one or more of the many "malls"
- Including your e-mail and Web addresses on all your company's print literature, stationery, and display advertising

__Information about number of visitors to your Web site can be obtained from your Internet Service Provider, from statistics generated daily by a program call Stat on the host computer.

__Key words which people might use to find your product or service.

__A 25-word (200 character) sentence or two describing you Web site using as may key words as possible in a "readable" sentence.

__Submission of your information to Web search engines to "register" your Web site after final payment is received.

12. Maintenance and Updating

__Package prices include an average of five minutes per month per page, or about one hour per year per page.

__Price changes, _ product changes

__Target Date for final payment to made and your Web Site to be advertised-.

On behalf of my organization I approve the above plan which I have developed with World Connect Publishing to construct a Web site, and I authorize World Connect to use this Web Page Planning Worksheet as the basis of the project.

Signature _____ **Date** _____

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

- **Web Page Planning Worksheet**
- **Web Page Design and Maintenance Agreement**
- **Written consent for your Web pages** (preferable on a diskette formatted for Word for Windows (2.0, 6.0, 7.0, 97, 2000), Word Perfect (5.1, 6.0, 7.0, 8.0+), or other word processor. We can translate from most word processor formats with ease.) If you are putting printed materials on Web pages, please mail your brochures, booklets, etc.
- **Photos or graphics** to be included (preferably on diskette in any popular PC format, such as GIF, JPEG, BMP, EPS, CDR, PCX, etc.). You may also send graphics and photos which we can scan into electronic form. Be sure to include your company logo, and tell us the PMS color.
- **Check** for at least 50% of the total cost.

You may send your package to Mr. Gregory A. Brown, President, World Connect, **by US mail or UPS, FedEx to:**

12808 Engelhardt Court
Clinton, Maryland 20735, USA

We are looking forward to receiving your materials and construction you Web site! Thanks.