

TERMS OF AGREEMENT

1. Project. The above-named client is engaging Ricoche for the specific project of designing/redesigning the company's or person's Web Site.
2. Authorization. The above-named client is engaging Ricoche a sole proprietor, as an independent contractor. If the above-named project requires developing and/or improving a World Wide Web site, if the above named client wishes to have Ricoche install the client's web space on web server name, permission to do such is granted. If the client prefers to have the site hosted elsewhere, client hereby authorizes Ricoche to access this account, and authorizes the Internet Service Provider to provide Ricoche 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. The client also authorizes Ricoche to publicize their completed Web site to Web search engines, as well as other Web directories and indexes, if this is included in the scope of the project.
3. Hourly Rate. Work under this contract shall be billed at the hourly rate of \$90/hour unless an amount was agreed upon for the job.
4. ISP. The client understands that any Internet Service Provider (ISP) services require a separate contract with the ISP of the client's choice. The client agrees to select an ISP which allows Ricoche full access to the Web site and a cgi-bin directory via FTP or to sign up for web hosting arranged through Ricoche.
5. Payment of Fees and Expenses. A deposit of 50% of the total estimated project shall be remitted upon signing this contract. In addition, Ricoche hourly rate and project expenses minus the 50% deposit shall be billed at project completion. Expenses may include, but are not limited to, telephone, travel, design and graphic services, and programming. All payments will be made in U.S. funds. If paying by check, you agree that should your bank return your check for any reason, you will be liable for any additional fees incurred by Ricoche. You further agree that should your bank return your check(s), for any reason, Ricoche will charge you a \$30.00 fee and you will be responsible for payment in full upon notification by your bank, and/or Ricoche.
6. Performance Liability. Ricoche does not warrant that the functions supplied by Web pages, consultation, advice, or Internet Web site will meet the client's requirements or that the operation of 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 Ricoche 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 Ricoche has been advised of the possibility of such damages.
7. Copyrights and Trademarks. The client represents to Ricoche and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Ricoche 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 Ricoche from any claim or suit arising from the use of such elements furnished by the client.

8. Copyright to Web Pages. Copyright to the finished assembled work of Web pages produced by Ricoche is owned by Ricoche. Upon final payment of this contract, the client is assigned rights to use as a Web site the design, graphics, and text contained in the finished assembled Web site. 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.

9. Payment Terms. It is imperative that payments be made promptly and as detailed in this web design contract. Source files will be stored temporarily, for client review, on Ricoche server or the client's ISP account and will be uploaded to go live when full payment is received. If an amount remains delinquent 30 days after its invoice date, an additional 5% penalty will be added for each month of delinquency. Ricoche reserves the right to remove Web pages from viewing on the Internet until final payment is made. If case collection proves necessary, the client agrees to pay all fees incurred in that process. This web design contract becomes effective only when signed by Ricoche regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Pound Ridge, NY, and any dispute will be litigated or arbitrated in Pound Ridge, NY.

10. Sole Agreement. The agreement contained in this "Service Agreement" constitutes the sole agreement between Ricoche and the client regarding the project outlined above. Any additional work not specified in this contract requires a separate agreement. All prices specified in this contract will be honored for three (3) months after both parties sign this contract. Continued services after that time will require a new agreement.

11. Initial Payment and Refund Policy. This agreement begins with an initial payment of \$99.00. If the client halts work and applies for a refund within 30 days, to Ricoche, work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract. The undersigned agrees to the terms of this web design contract on behalf of his or her organization or business.