

Ekua Momoh - Webmaster

Dunamis Creative Studio
78B Lumley Road
Freetown, Sierra Leone

Phone: +232 (0) 76 302 111

Email: sales@dunamisystems.com

This agreement describes the terms and conditions for participation in the DUNAMIS CREATIVE STUDIO

GENERAL WEBSITE DESIGN AGREEMENT

Contact Name _____

Phone _____ FAX _____

Company/Client _____

Address _____

City _____ State _____ ZIP _____

E-mail address _____

Website Address (if any): _____

Desired Initial Username _____ Password _____

Dunamis Creative Studio's desire is to delight the client. One way is to make clear our understanding of each other. These are the terms of our agreement together:

1. Authorization. The above-named client is engaging Dunamis Creative Studio / Ekua Momoh - Webmaster, a Sole Proprietor as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes Dunamis Creative Studio to access this account, and authorizes the web hosting service to provide Dunamis Creative Studio with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. Provision of existing username and password will constitute authorization.

2. Standard Website Package Elements. (For Standard Website Packages Only. Cross out for online stores.) Dunamis Creative Studio includes the following elements in their Standard Website Packages:

E-mail/phone consultation (Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own webpage editor if desired. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate of \$35 per hour.)

Words of text supplied by the client (200 words per page approximate maximum using soft copy i.e. diskette, USB, or email download) webpages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting. Hard copy of text (on paper) which has to be typed will be subject to an additional fee of \$5.00 for each page.

Links to external pages, as needed.

Custom Graphics Package. Header graphic on first page (customized Flash template integrating customer's new logo design). Top-of-page FLASH Template changes for all other static pages in your website. All graphics to stay within general look and feel established.

Photos and other misc. graphic images supplied by client (up to an average of 3 included per page in standard websites and up to 12 images displayed on "regular" online store pages, in addition to masthead and top-of-page graphic. Color originals larger than 5" x 8" are extra).

Installation of webpages on the client's established web hosting service with Dunamis Creative Studio that is said to be PHP and FormMail enabled with appropriate bandwidth at the time the site is published and server space allotment. All server technical issues are to be handled by WEBMASTER unless otherwise noted amongst all parties.

Minor updates and changes to existing webpages for two weeks, subject to the limits outlined below. Additional changes billed at hourly rate. For online stores, this includes only "regular" pages, not product pages or the ordering system pages unless there is an error by Dunamis Creative Studio or its representatives. This does include any MINOR modifications and tweaking to work out backend database bugs and functionality. This does not include adding features past the scope of this project outlined in _____ dated _____.

KeyPhrase Optimization & Meta Tag Generation will be set up on all static pages on a one-time basis using our own techniques. Title only will be placed on Dynamic Pages. As a standard, Dunamis Creative Studio does not market websites. However, subject to time constraints, this can be undertaken for an additional fee.

E-mail response link on each webpage to any e-mail address the client designates. An online feedback form will also be created on the contact.html static page.

Image Map for internal navigation (Not included in the package price for sites smaller than 5 pages.) (This will be used in limited fashion for basic static page links). Main navigation will be done via a Flash Navigation system integrated in the Mast Header of the site.

3. Standard Website Packages only. (not applicable to online stores.) The content of the webpages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated _____. This website includes up to (5, 10 or 20)static webpages as specified in our products and pricing page (dunamisystems.com). In case the client desires additional standard webpages beyond the original number of pages specified above, the client agrees to pay Dunamis Creative Studio an additional \$10 for each additional webpage. Graphics or photos beyond the allowed average of 2.3 per webpage shall be billed at an additional \$5.00 each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified below. The store size and additional services, and prices of each are detailed on the _____, dated _____, 2008).

4. Maintenance and Hourly Rate. This agreement includes minor webpage maintenance to regular webpages over a two week period, including updating links and making minor changes to a sentence or paragraph. It does not including removing nearly all the text from a page and replacing it with new text. If the client or an agent other than Dunamis Creative Studio attempts updating the client's pages, time to repair webpages will be assessed at the hourly rate, and is not included as part of the updating time. The two week maintenance period commences upon the date the client's web site is officially published to the web and all monies paid..

Changes requested by the client beyond those limits will be billed at the **hourly rate of \$35**. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping clients learn how to use their own webpage editor. PHP, CGI & non-HTML programming charges (if any) are not included in this rate.

5. Changes to Submitted Text. Please send us your final text. Time required to make substantive changes to client-submitted text after the webpages have been constructed will be additional, billed at the hourly rate.

6. Web Hosting. Dunamis Creative Studio is able to host your website for a monthly fee payable bi-annually. Otherwise, the client understands that any web hosting services may require a separate contract with a web hosting service. The client agrees to select a web hosting service which allows Dunamis Creative Studio full access to the website and a cgi-bin directory via FTP and telnet. The client further understands that if the web hosting service's operating system is not a Unix or NT system, standard CGI software may not work, and providing a substitute may incur additional charges. For all your webhosting needs refer to our website (dunamisystems.com) for packaging & pricing.

7. Completion Date. Dunamis Creative Studio and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than 45 BUSINESS DAYS from Initial Contract Approval and initial 60% of Total Project Fee Deposit Paid.

If the client does not supply Dunamis Creative Studio complete text and graphics content all webpages contracted for within four weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within six weeks after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is published.

8. Payment of Fees. Fees to Dunamis Creative Studio are due and payable on the following schedule: 60% upon signing this contract, 40% when the webpages have been constructed and proofed according to the client's original written specifications unless other arrangements have been agreed upon. The web site will be published on the World Wide Web once all monies due are paid.

If the total amount of this Agreement is less than \$400, the total amount shall be paid upon written acceptance this Agreement.

In case the client has not secured Web space on a web hosting service by the time the webpages are completed, the webpages may be delivered to the client on diskette or attached to an e-mail message. Updating will only occur only after the final payment is made. All payments will be made in US funds OR equivalent made out to, "Ekua Momoh". We accept Business Checks and Cash. Personal Checks must clear before website design will begin.

9. Assignment of Project. Dunamis Creative Studio reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

10. Legal. Dunamis Creative Studio does not warrant that the functions contained in these webpages or the Internet website will meet the client's requirements or that the operation of the webpages will be uninterrupted or error-free. The entire risk as to the quality and performance of the webpages and website is with client. In no event will Ekua Momoh - Webmaster (dunamisystems.com) 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 webpages or website, even if Dunamis Creative Studio has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

11. Copyrights and Trademarks. The client represents to Dunamis Creative Studio and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Dunamis Creative Studio for inclusion in webpages 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 Dunamis Creative Studio and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

12. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Dunamis Creative Studio and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

13. Copyright to Webpages. Copyright to the finished assembled work of webpages produced by Dunamis Creative Studio is owned by Dunamis Creative Studio / Ekua Momoh - Webmaster. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. 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. Dunamis Creative Studio and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

14. Payment of feesIn order for Dunamis Creative Studio to remain in business, payments must be made promptly. Delinquent bills will be assessed and a \$10 charge be applied if payment is not received within 10 days of the due date. Dunamis Creative Studio reserves the right to remove webpages from viewing on the Internet until final payment is made. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency and the website will be "turned off" from public viewing with Splash Page stating that the web site is undergoing routine maintenance.

Any statement from the client that payment will not be made in the future, then Dunamis Creative Studio reserves the right to "turn off" the web site at any given time past the actual due date. If an amount remains delinquent 60 days after its due date, all files will be removed from the server and no duplication rights or usage will be granted.

In case collection proves necessary, the client agrees to pay all fees incurred by that process. This Agreement becomes effective immediately upon web site publishing and clients are encouraged to read Agreement terms carefully and thoroughly and ask questions to Ekua Momoh - Webmaster, Dunamis Creative Studio if they should arise. Regardless of the place of reading / signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Freetown, Sierra Leone and any dispute will be litigated or arbitrated in Freetown, Sierra Leone. Please pay on time.

15. Sole Agreement.The agreement contained in this "Web Site Design Agreement" constitutes the sole agreement between Ekua Momoh - Webmaster Dunamis Creative Studio, its subcontractors, and the client regarding this website. 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 12 months after all parties sign this contract. Continued services after that time will require a new agreement.

16. Initial Payment and Refund Policy.

The total amount of this Agreement is _____ (or as quoted in person or email)

This agreement begins with an initial payment of _____ (or as quoted in person or email)

If the client halts work and applies by registered letter for a refund within 30 days, to the Sole Proprietor of Dunamis Creative Studio, _____, phone _____, 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 above also applies to upfront hosting fees. No refunds for hosting will be made after 30 days unless server logs demonstrate that the web site was not accessible via a standard internet browser viewable for a period more than 10%.

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 Ekua Momoh - Webmaster / Dunamis Creative Studio (authorized signature)

_____ **Date** _____

Ekua Momoh - Webmaster