



## **Web Site Development Agreement**

This web development agreement is made on the \_\_\_\_\_ 2010

by and between

Australian WingTsun Network PtyLtd T/A AWTN web development (hereinafter "Developer")

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter, the "Client" )

and both parties agree to the terms and conditions below.

### **1. Authorization**

The client is engaging AWTN web development as an independent contractor for the specific purpose of developing and/or improving a World Wide Web site to be installed on the client's web space located on a Web Host's server.

In this agreement, the client will be known as the "Client" and Australian WingTsun Network Pty Ltd trading as AWTN web development will be known as the "Developer."

The Developer may host the web site on our servers at the price offered to the customer. Alternatively the Client may themselves establish a suitable hosting contract with a Web Host. The Client hereby authorizes the Developer to access this account, and authorizes the Web Host to provide the Developer with "write permission" for the Client's web page directory, mysql database, cgi-bin directory, and any other directories or programs which need to be accessed for this project. It is the clients responsibility that the choosen web hosting enviroment complies with the requirements for the choosen shopping cart system/web site.

### **2. Domain Registration**

The Developer can assist the Client in obtaining a domain name (i.e. www.yourname.com) or alternatively the Client can secure and supply its own. All fees related to securing domain names by the Developer on behalf of the Client are payable to the Developer. Should the Client desire a specific domain name which is already owned by another party, the Client is solely responsible for negotiations and any costs incurred to acquire that domain name. The domain name will be the property of the Client and as such the Client will be solely responsible for maintaining said service and any resulting fees. The entire risk in obtaining and maintaining the Client's domain name lies with the Client. In no event will the Developer be liable to the Client of any third party for any damages, including loss of profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate the Client's domain service.

### **3. Web Design and Development**

This agreement contemplates the development by the Developer of a standard web site layout, shopping cart or content management system which may include graphic creation, java-script and any source code required to complete the project as outlined in the Web site Proposal.

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. The Client agrees that web site design will not commence until the required deposit is paid in full and all final text and images are provided in digital format. The Developer will provide an initial design concept based on the design brief provided by the Client.

The Developer agrees to provide a second design concept should the first design concept and any subsequent amendments not satisfy the Client's vision. The Client accepts that requests for design concepts additional to the initial two will incur additional design fees. Each design concept is subject to minor amendments in accordance to the guidelines outlined in the section titled 'Client Amends' in order to satisfy the Client's vision.

Design concept(s) will be emailed or published online for the Client's viewing and approval. Alternatively, the Developer may show the Client the design(s) in person via laptop computer or print medium. 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 web site design via e-mail or by signing a printed copy of the design. Once this acceptance is received from the Client, the work necessary to complete the project will begin. The Client should continue to view updates to the site and express their preferences or dislikes to the Developer.

### **4. Assignment of Project**

The Developer reserves the right to assign subcontractors to this project to ensure the right fit for the job as well as on-time completion. The Developer agrees to protect the Client by specifying a maximum charge in advance after consultation with the subcontractor. Expected subcontractor charges are included in the initial proposal.

### **5. 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. The Developer agrees to work expeditiously to complete this project within a reasonable time frame, but shall have no responsibility for delays caused by the Client or the Client's actions.



## Web Site Development Agreement

### 6. Cancellation

Cancellation of the project at the request of the Client must be made by registered letter. In the event that work is postponed or cancelled at the request of the Client by registered letter, the Developer shall have the right to retain the original 50% deposit. In the event this amount is not sufficient to cover the Developer for time and expenses already invested in the project, additional payment will be due. If additional payment is due, this will be billed to the Client within fourteen (14) days of notification via registered letter to stop work. Final payment will be expected under the same terms as listed in the section titled 'Payment Terms' below.

### 7. E-Commerce Requirements

This agreement contemplates the possibility of an e-commerce enabled site called shopping cart. Such projects may require one or more of the following:

- Secure Certificate – encouraged for online transactions;
- Merchant Account – required to accept credit card payments;
- Real-time Credit Card Processing – option for high volume high sales web sites;

The Developer can assist the Client in obtaining these services. Any charges related to these services are payable to the Developer or Provider and will be invoiced directly to the Client by the Developer or selected service provider. 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.

The client has been made aware of the software requirements for his e-commerce solution and it is solely the clients responsibility to ensure the hosting requirements comply with the software requirements. Any problems caused by incorrect set up or missing requirements on customers web hosting service (if not hosted with us) is the clients responsibility and extra charges may occur.

The Client also understands that the Developer can not provide legal advice.

### 8. Cross Browser Compatibility

This agreement contemplates the creation of a web site viewable by web site browsers most commonly used at the time development of the project commences. Compatibility is defined herein as all critical elements of each page being viewable in each of the aforementioned browsers. The Client is aware that some advanced techniques on the internet, however, may require a more recent browser version and brand or plug-in. The Client is also aware that as new browser versions are developed they may not be backward compatible. Time spent to redesign a site for compatibility due to the introduction of new browser versions will be separately negotiated and be in addition to the base price of this agreement set out in the Web site Proposal. Note however, that if additional pages are necessary to accommodate specific browsers, plug-in technology, screen resolutions, or platforms, additional charges may apply.

### 9. Text/Content

A 'final' copy of text will be provided by the Client in a digital format. Pages exceeding that of a normal A4 sized page of text in a 10 to 12 point font may be subject to additional fees for increased formatting time. Text required to be displayed within tables may also incur further charges for increased formatting time, e.g. comparison charts or price lists. Time required to make substantive changes to client-submitted text after a web page has been constructed will be charged at an hourly rate.

If we develop a e-commerce web site data entre like creating products,

or pages ins generally not included in the proposed prices as this can be performed by the customer to the content management Feature in the softwares back end.

### 10. Photography

If professional photographic capture is necessary, the Client is solely responsible for organising the capture of any photographs required and the resulting fees incurred.

### 11. Copyrights and Trademarks

The Client represents to the Developer and unconditionally 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.

### 12. Limited Liability

The Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or the Developer. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

The Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material or use of those materials. It is also understood that the Developer will not publish information over the Internet which may be used by another party to harm another. The Developer will also not develop a pornography or warez\* web site for the Client. The Developer reserves the right to determine what is and is not pornography.

### 13. Additional Expenses

The Client agrees to indemnify and reimburse the Developer for any critical Client requested costs and expenses necessary for the completion of the project. Examples would be:

- 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;

### 14. Client Amends

The Developer prides itself in providing excellent customer service. This is the spirit of our agreement and the spirit of the Developer's business. To that end, we encourage input from the Client during the design process.

The Developer understands, however, that Clients may request significant design changes to pages or a design that have already been built or designed to the Client's specification. To that end, please note that our agreement does not include a provision for 'significant page modification' or 'design changes' or the creation of additional pages in excess of that outlined in the Web site Proposal. If significant page modification is requested after a page has been built to the Client's specification, it will incur additional charges.

Some examples of significant page modification at the request of the Client include:

- Developing a new layout structure to accommodate a substantial redesign at the Client's request;
- Replacing more than 75% of the text to any given page at the
- Creating a new navigation structure or changing the link graphics at the Client's request;



- Significantly reconfiguring any database structures and/or background services;
- Implementing features which are not present in the selected e-commerce application.

Moderate changes, however, will always be covered during the development of the site and also covered by our one (1) month maintenance agreement outlined in the section titled 'Maintenance' below.

We strive to accommodate the needs of each Client and we

maintain a liberal redesign policy. We can not, however, provide major redevelopment services in excess of the tasks outlined in the Web site Proposal as contemplated by this agreement without additional charges.

### 15. Search Engine Optimisation

Should the Client request so, the Developer will, at an extra cost and to the best of their ability, optimize the Client's web site with appropriate titles, keywords, descriptions and text and thereafter process an initial submission of the Client's web site to Google for indexing.

Meta Tags, KeyWords, Descriptions for dynamic ecommerce web sites will be the clients responsibility if they are accessible for the client via the e-commerce back end.

### 16. Training

The Developer will provide written manuals for all e-commerce solutions and in addition will provide 14 days e-mail and telephone assistance to the Client's designated representative(s) regarding management of the Client's web site.

### 17. Maintenance

This agreement allows for minor web site maintenance over a fourteen (14) day period, beginning on the date the Client's web site is available to be published. Minor web site maintenance corresponds up to an average of one half hour for one or more tasks to be completed at one time. This includes bug fixes (wherever possible and caused by us but not for bugs which are part of the used software).

It does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, navigation structure changes, or major changes to the database and/or background services of the web site. Such changes in excess of the tasks outlined in the Web site Proposal will be charged on a halfhourly basis. After the initial fourteen (14) day period, maintenance requirements are charged on a half-hourly basis.

Complete redesign and/or restructuring of the website, requires a separate 'Web Design and Development Agreement' to be signed by the Client and the Developer.

### 18. Third Party or Client Page Modification

Some Clients will desire to independently edit or update their web pages after completion of the site. This is always an option for Clients of the Developer. However, if the Client or an agent of the Client other than the Developer attempts to update the website 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. There is a one hour minimum charge. This does also apply for changes made to the initial configuration of any e-commerce shopping cart software.

### 19. Indemnification

The 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 solicitor's fees associated with the Develop-

er's development of the Client's website. This includes liabilities asserted against the Developer, its subcontractors, its 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. The 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 website. 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.

### 20. Nondisclosure

The Developer will ensure that its employees and subcontractors agree that, except as directed by the Client, 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.

### 21. Ownership to Website Components

Upon final payment of the project, the Client is assigned rights to use as a website, the design, graphics, text, and source code contained in the finished assembled website. Rights to fonts, photos, graphics, and text purchased on behalf of the Client for completion of this project and at additional cost to this agreement are transferred to the client according to the terms of usage of the provider. Rights to fonts, photos, graphics, and text not purchased at additional cost, along with any javascript and source code are not specifically transferred to the client, and remain the property of their respective owners.

The Developer and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

Database and scripting language programming developed in conjunction with the development of a web site or integrated into a website are provided as part of a non-exclusive licence for use by the customer solely in conjunction with the specific website provided. AWTN web development retains the rights in the code, coding methodologies and functionality and its use in other applications of similar nature. No such code can be resold as a product in its own right and can only be transferred as part of a sale of business assets. The non-exclusive licence for such code is granted automatically upon signed release documents on completion of the development by the customer and once full payment has been received by AWTN web development for said development as per signed quotations and / or authorised work. Licences granted under this provision are in perpetuity (or for the longest time permitted by law).

### 22. Custom development and programming

Shopping cart modifications, modules, addons and the respective code and databases are developed for customers under a non exclusive licence, for the sole use as specified in the development agreement and on a single web site. Such licence is granted after completion of the project and on full payment for all agreed services as per accepted quotations and / or authorised work. AWTN web development retains the rights in the code, coding methodologies and functionality and its use in other applications of similar nature. No such code can be resold by the customer as a product in its own right and can only be transferred as part of a sale of business assets. Licences granted under this provision are in perpetuity (or for the longest time permitted by law).

### 23. Design Credit

The Client agrees that the Developer may place their logo within the Client's website establishing design and development credit. The Client also agrees that the website created for the Client may be included in the Developer's portfolio.

### 24. Legal



Any disputes in excess of \$7,500 (or the maximum limit for Disputes Tribunal) arising out of this Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Act 1990. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable solicitor's fees and legal interest on any award or judgment in favour of the Developer or as directed by the award.

This agreement shall be governed and construed in accordance with the laws of NSW, Australia. Any legal action arising out of its use shall be brought and enforced under the laws of New South Wales, Australia. By signing this agreement, both parties agree to submit to the jurisdiction of the courts of New South Wales, Australia and any legal action pursued shall be within the exclusive jurisdiction of the courts of New South Wales, Australia.

**25. Payment Terms**

The Client understands that a minimum deposit of fifty percent (50%) is required to commence work. Larger projects may be broken down into logical development stages and will require progress payments at the completion of each stage. Development of each stage will commence once payment is received for the previous development stage. If applicable, details of each development stage and the relevant progress payments will be outlined in the Website Proposal. Upon completion of the website, a letter or email will be sent with an invoice to the Client advising that the work has been completed. Final payment of the remaining balance plus any additional charges incurred will be due within seven (7) days and before the developer will upload the web site (modifications) to the customers web server. The Developer reserves the right to disable the Client's website on the internet if payment is not made by the due date. If a payment delay is anticipated, please contact the Developer to discuss potential problems in advance. If problems are anticipated we may be able to accommodate an alternate arrangement.

Any invoices not settled within seven (7) days specified will be subject to a late fee of 2% of the amount outstanding per month that the invoice is overdue unless both the Developer and the Client have agreed on an alternate arrangement. Such alternate arrangements are to be documented and signed by both parties.

The Client understands that, unless alternate arrangements have been agreed upon, unpaid balances are subject to collection. In the event of collection, the Client will be liable for all costs of collection including atso- licitor's fees, court costs, and collection agency fees.

All charges mentioned throughout this agreement are exclusive of Goods and Services Tax (G.S.T). The Client shall pay all or any G.S.T. on the charges and cost to the Developer.

**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 on behalf of the Client.

In witness hereof both parties have signed this agreement

**Developer**

Company Name:

Australian WingTsun Network Pty Ltd T/A AWTN web development

Address:

Level 1, 67 Botany Rd Waterloo NSW

Date:

Name:

Signature:

**Client:**

Company Name:

Address:

Date:

Name:

Signature:

