

Web Site Design, Development & Maintenance Agreement

Contact Name: _____

Fax: _____ Phone: _____

E-Mail Address: _____

Client/Company: _____

City: _____ State: _____ Zip: _____ Country: _____

www.(URL): _____

Username: _____ Password: _____

Lost Horizon Interactive's number one priority is your satisfaction; therefore it is important to make clear our understandings with one another. The following are the terms of our agreement with each other.

1. Authorization. The above-named Client is engaging Rex Price, operating as a legal DBA entity within the United States as Lost Horizon Interactive, located at 2475 S. Corinth Ave. #205, Los Angeles, CA 90064, as an independent contractor for the specific project of developing and/or improving a website to be hosted on a Lost Horizon Interactive server, or on a 3rd party web hosting company's server. The Client hereby authorizes Lost Horizon Interactive to access this account, and authorizes the web hosting service to provide Lost Horizon Interactive 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. The Client also authorizes Lost Horizon Interactive to publicize their completed website to Internet search engines, as well as other web based directories and indexes.

2. Standard Website Package Elements. Lost Horizon Interactive includes the following elements in our Website Packages:

- E-mail or phone consultation (Up to 2 hours total general Internet orientation education, marketing strategy, and web design consultation. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.)
- Text Content supplied by the Client. Text content may consist of up to 2000 words per page. Text content exceeding 2000 words will be subject to additional fees. Client will provide text content on a zip disk, floppy disk, CDROM, or by electronic e-mail. Text content supplied in a draft format may incur additional fees. Text files may be submitted in .txt format, Microsoft Word, or Word Perfect
- Unlimited internal Hyperlinks with Links to external pages not to exceed an average of 5 per page
- Masthead graphic on first page to fit into the template page design (a simple custom graphic incorporating company's logo). Graphic logo to fit into template design for all other pages in Client's website
- Photos and other miscellaneous graphic images supplied by Client (up to an average of 3 per page in standard websites in addition to masthead and company logo. Graphics should be supplied in .jpg or .gif format. Graphics may be supplied in other forms but may incur additional fees for conversion and the quality of the results cannot be guaranteed
- Meta Tag Description Development for search engine results
- Meta Tag Key Word Development for search engine indexing
- Search Engine Optimization
- Installation of web pages on a Lost Horizon Interactive server or, on the Client's web hosting service
- Up to two submissions of website for inclusion in up to 10 major search engines, such as Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, Google, Excite, Dogpile, Overture

(Client understands that search engines may take up to eight weeks from date of submission for the website to become visibly listed in search engine results.)

- E-mail link on each webpage to any e-mail address the Client designates
- Feedback form. Includes up to 20 fields
- Main Menu Design or Image Map for internal site navigation
- From the signing date of this contract, Lost Horizon Interactive will remain available for website updates and support for a period of 12 months.

3. Standard Website Packages. 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 _____ Webpages. Should the Client require additional standard Webpages beyond the original number of pages specified above, the Client agrees to pay Lost Horizon Interactive an additional \$_____ for each additional webpage.

4. Maintenance and Hourly Rate. This agreement covers minor Webpage maintenance including updating links, text edits, and graphic design requests. Changes requested by the Client will be billed in 10-minute increments at the rate of \$75.00 per hour. This rate shall also govern additional work authorized for such services as general Internet orientation, education, marketing, consulting, webpage design, editing, project management, art, photo, graphics services. Cost estimates for maintenance requests which are expected to exceed 2 hours will be provided to client for approval before work commences. If the Client or an agent other than Lost Horizon Interactive attempts to update the Client's pages causing damage or errors to the page's code, the time to repair such Webpages will be assessed at the hourly rate. Requests which are beyond the scope of minor maintenance issues will require a separate written change order. The six-month maintenance period commences upon project completion and publishing of the web site to the client's hosting service or 30 days from the date this agreement was signed, whichever ever comes first. If mutually agreeable to Client and Lost Horizon Interactive, this agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

5. Changes to Submitted Text. Please send us your text in final, edited form. 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. The Client understands that any Internet Service Provider (ISP) services, including Lost Horizon Interactive, require a separate contract with the ISP of the Client's choice. The Client agrees to select an ISP which allows Lost Horizon Interactive full access to the Web site 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 system, standard CGI software may not work, and providing a substitute may incur additional charges.

7. Completion Date. Lost Horizon Interactive 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 _____. If the Client does not supply Lost Horizon Interactive complete text and graphics content for work on all Webpages contracted for within six weeks of the date this contract was signed, all work will discontinue until the complete text, graphics, and content required are provided. All advance payments to Lost Horizon Interactive will become non-refundable if required documentation has not been received within sixty (60) days of the date of this contract. If the Client has not submitted complete text and graphics content within ninety (90) days of the date of this contract, the contract will become void and Client agrees to hold Lost Horizon Interactive harmless for any liability or loss relating to this contract and will not seek recovery of any monies advanced to Lost Horizon Interactive.

8. Payment of Fees. Fees to Lost Horizon Interactive are due and payable on the following schedule: 50%, or \$_____ at contract signing. 25% will be invoiced at the project halfway point on _____, and 25% when the Web pages have been constructed according to the Client's original written specifications. 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 zip disk, CDROM or attached to an e-mail message. Submitting the Webpages to search engines and updating

occur only after the final payment is made and the web site is publicly reachable. All payments will be made in US funds.

9. Assignment of Project. Lost Horizon Interactive reserves the right to assign subcontractors to this web design project to insure that the terms of this agreement are met as well as on-time completion.

10. Legal. Lost Horizon Interactive 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 the Client. In no event will Lost Horizon Interactive 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 Lost Horizon Interactive has been advised of the possibility of such damages.

11. Confidentiality. Lost Horizon recognizes and acknowledges that this Agreement creates a confidential relationship between Lost Horizon and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

12. Severable Provisions. If any provision of this agreement shall be unlawful, invalid, 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.

13. Copyrights and Trademarks. The Client represents to Lost Horizon Interactive and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Lost Horizon Interactive 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 Lost Horizon Interactive and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

14. Copyright to Webpages. Copyright to the finished assembled work of Webpages produced by Lost Horizon Interactive is owned by Lost Horizon Interactive. Upon final payment of this contract, the Client is assigned rights to use the Web Design Project as a 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. Lost Horizon Interactive and its subcontractors retain the right to display web pages, graphics, and other web design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to Lost Horizon Interactive's web site.

15. 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 Lost Horizon Interactive and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

16. Disputes. In case of disputes arising from the work provided, the Client agrees to pay all fees incurred while attempting to arbitrate or resolve the dispute. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this contract was entered into in Los Angeles County, California, and any dispute will be litigated or arbitrated in Los Angeles County, California.

17. Sole Agreement. This agreement becomes effective only when signed by Lost Horizon Interactive. The agreement contained in this "Website Design Contract" constitutes the sole agreement between Lost Horizon Interactive 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 six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

18. Payment and Fees. Payments must be made promptly. Delinquent invoices will be assessed a \$15.00 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. Lost Horizon Interactive reserves the right to remove Web pages from viewing on the Internet until final payment is made. In the event that collection proves necessary, the Client agrees to pay all the fees incurred by that process.

19. Initial Payment and Refund Policy.

Lost Horizon estimates _____ hours (\$ _____) based on \$75.00 per hour. The hours quoted for the development of Client website are an estimate and may vary during development. Lost Horizon will notify Client immediately if there is an indication that the actual number of project hours may exceed the quoted estimate.

This agreement begins with an initial payment of \$_____

If the Client halts work and applies by registered letter for a refund within 30 days, to:

Lost Horizon Interactive
2475 S. Corinth Ave. #205
Los Angeles, CA 90064
Phone (888) 527-5252

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 the 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 agreement on behalf of his or her organization or business.

On behalf of the Client (authorized signature):

_____ Date _____

On behalf of Lost Horizon Interactive (authorized signature)

_____ Date _____