

GEARED MEDIA WEB DEVELOPMENT AGREEMENT

This Agreement is made between "Geared Media" a division of Adam's Computers (hereinafter referred to as the "Company") and "YOU, THE CUSTOMER" (hereinafter referred to as the "Customer") hereby agree as follows (incorporating the Schedule as a Term):

1. Development of Website/Digital Media.

Company agrees to develop the Website or Digital Media as quoted and accepted in writing by Customer. Services do not include any database, or ASP services, including multiplying the site across other domains or servers or creating new Websites or media based on the project components. These services can be added upon request as an additional package once the project is complete. Company reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

2. Delivery of Website/Digital Media.

Company will carry out the services in a professional manner and shall use reasonable efforts to deliver to Customer a Website in accordance with the Project Description no later than 30 days after Customer has submitted all necessary materials. The final web site design project will be published to Company's hosting services upon receipt of final payment and only Company will retain access to this server and domain unless otherwise agreed upon in writing, prior to production.

3. Ownership Rights.

Customer shall own and retain all rights to the content provided by Customer, which includes all text, graphics, animation, audio components, and digital components of the Website ("Customer Content"). Company shall own all rights, title, and interest in and to all other elements, materials, data, graphics, and code of the Website or Digital Media including all interfaces, navigational devices, menus, menu structures or arrangements, icons, help and other operational instructions, and all other components of any source or object computer code that comprise the Website or Digital Media, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Website content and design elements (the "Company Content"). Customer shall not do anything that may infringe upon or in any way undermine Company's right, title, and interest in the Company Content. Company retains the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

4. Compensation.

4.1 Payment of Fees.

For all of Company's services under this Agreement, Customer shall pay Company 50% of the total price at the date of this Order as a non refundable deposit, 25% of the total price upon approval of the main page, and the remaining balance of the price at the Commencement Date unless otherwise agreed to in writing by the parties. Customer agrees that refunds are not possible once service has been rendered. In the event that a customer is unhappy with the Main Page, one new page can be redesigned within the quote in a reasonable time. Once the main page is approved, all sub pages will retain this look and feel and the only changes that can be made are changes to content. If the total amount of this contract is less than \$600, the total amount shall be paid upon signing this contract. All payments will be made in U.S. funds.

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4.2 Content Delinquency.

If Client does not supply Company with sub page content within 30 days of the date this contract is signed, the entire amount of the contract becomes due and payable. If Customer has not submitted complete content within 30 days after the signing of this contract, an additional continuation fee of 1% of the total contract price will also be assessed each month until the website is published. Failure to submit any Customer content without written notice for 30 days during the development process will result in the loss of the entire deposit amount and Company Content as liquidated damages.

4.3 Payment Delinquency.

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 1% penalty will be added for each month of delinquency. If not paid, Company shall have the right, but not the obligation, to terminate this Agreement and remove the Website or Digital Media and retain all rights in the Company Content. The web site and digital media will be “turned off” from public viewing with a Splash Page stating that the web site is undergoing routine maintenance. In case collection proves necessary, the client agrees to pay all fees incurred by that process. Please pay on time.

5. Limited Warranty and Limitation on Damages.

Company warrants the Website will conform to the Project Description. If the Website does not conform to the Project Description, Company shall be responsible for correcting the Website or Digital Media without unreasonable delay, at Company’s sole expense and without charge to Customer, to bring the Website or Digital Media into conformance with the Project Description. This warranty shall be the exclusive warranty available to the Customer. Company makes no, and Customer hereby waives and disclaims any other warranty, representation, or condition of any kind or nature, express or implied, verbal or written, statutory or otherwise, including, without limitation, any warranty representation or condition of merchantability or fitness for purpose. Customer acknowledges that Company does not warrant that the Website will work on all platforms. Customer acknowledges that Company is not responsible for the results obtained by the Customer on the Website. Company does not warrant that the functions contained in these web pages or the Internet web site will be uninterrupted or error-free. In every circumstance, Customer waives any claim for damages of any kind or nature against Company and agrees that Customer’s sole and exclusive remedy for damages (either in contract or tort) is the return of the Price. Company will have no liability for any damage, loss of productivity, or loss or alteration of matter detrimental to the users' property due to the use of third-party software or hardware installed or recommended by Company.

6. Privacy.

Parties agree that all issues concerning applicable privacy legislation compliance are for Customer. Company gives no warranty that the Website or Digital Media complies with or operates in accordance with the requirements of applicable legislation.

7. Confidentiality.

Customer and Company acknowledge and agree that the written specifications and all other documents and information related to the development of the Website or Digital Media (the “Confidential Information”) will constitute valuable trade secrets of Company. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Company’s prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the “Confidential Information” definition is anything that can be seen by the public on the Website when each page of the Website is properly accessed.

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8. License.

8.1 Grant of License – Customer.

Customer hereby grants to Company a non-exclusive, worldwide, royalty-free license for the term of this Agreement to edit, modify, adapt, translate, schedule, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Customer Content as necessary to render the Services to Customer under this Agreement.

8.2 Grant of License – Company.

Company hereby grants to Customer a limited, non exclusive, non-transferable license solely to make use of Company Content which is incorporated in the Website and which is required for the operation of the Website on the host server, subject to payment in full of the Total Price and the terms of this agreement.

8.3 Indemnification.

The Customer warrants that everything it gives the Developers to put on the Web Site is legally owned or licensed to Customer. The Customer agrees to indemnify and hold the Developers harmless from any and all claims brought by any third party relating to any aspect of the Web Site, including, but without limitation, any and all demands, liabilities, losses, costs and claims including attorney's fees arising out of injury caused by the Customer's products/services, material supplied by the Customer, copyright infringement, and defective products sold via the Web Site.

8.4 No Responsibility for Theft.

The Developers shall have no responsibility for any third party accessing, using or taking all or any part of the Web Site.

8.5 Right to Make Derivative Works.

The Developers shall have the exclusive rights in making any derivative works of the Web Site.

8.6 Legal Fees.

In the event any party to this Agreement employs a lawyer to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual legal fees and costs, including expert witness fees, on a solicitor and client basis.

8.7 Identification of Company.

The Customer agrees that the Company logos or copyrights can be placed on any or all pages of the Web Site discreetly.

9. Jurisdiction.

This Agreement sets out the entire agreement of the parties relating to these matters, and the parties agree that this Agreement will be governed by the laws of the State of Indiana.

10. No responsibility for loss.

In addition to the above, the Company is not responsible for any down time, lost files, improper links or any other loss that may occur in the operation of the Web Site.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER:

NAME: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

ADDRESS: _____

PHONE: _____ E-MAIL: _____

COMPANY:

Laci Tucker or Adam Hudson
Authorized Representatives
Geared Media – A Division of Adam’s Computers
1115 E. Broadway St. Princeton, IN 47670
(812)385-8156
laci@adamscomputersinc.com / adam@adamscomputersinc.com

SIGNATURE: _____ DATE: _____