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1. Your Responsibility

This project demands involvement by your personnel. Ultimate success is highly dependent on your organization's willingness to work with us. To help achieve a smooth and successful implementation, it will be your organization's responsibility to:

1. Provide FTP login information for downloading current website files (if possible)
2. Provide graphic elements like logos, color preferences, textual content as needed for the various pages of your site
3. Be available for database transfers and related tasks
4. Be available for the normal project review / draft / review / final cycle

2. Tentative Production Schedule and Completion Date

Based on the above-included features, production would be completed within approximately 3-6 weeks. This process includes the initial design draft review and edits, mid-way review and edits, and final review and edits. A project start date will be discussed with you based on the date this proposal is accepted. Other requirements you determine necessary for this effort (project scoping) may also affect our start date and estimated completion date.

Client must provide nGage Design Group, Inc. with all the data needed to complete web site, including text, company logo, and photos within 15 days of initial contract. Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design and faxing to Developer. Once this acceptance is received from the Client, the work necessary to complete the project will continue.

3. Cost Estimate

General note about cost estimate: We strive to provide a cost estimate based on the number of web pages, database elements, programming, industry averages and expected time to provide turnover to your staff.

4. References

nGage Design Group's clients include a number of local businesses and organizations. Please feel free to visit our website for a list of our clients and websites we have designed at

www.ngagedesign.com (see "Portfolio")

5. Standard Terms and Conditions

nGage Design Group, Inc. will provide the services listed in this proposal within the time frame specified and budget agreed upon. If it becomes apparent that either cost or scheduling will exceed expectations, both parties must mutually agree to the new dollar amount(s) and/or date(s). nGage Design Group, Inc. agrees to sign any necessary documentation issued by client to initiate this website project. If a contract is not issued/required by client, this proposal shall serve as a written agreement.

Deposit and Final Payment:

A 30% deposit is required. Development costs, website hosting and any other relevant fees will be invoiced upon completion and due within 30 days of final invoice. Additional payment terms may be discussed. After contract has been paid in full, site will then be made live by the developer. If final payment has not been received within 30 days of initial contract, website will be temporarily taken down until final payment has been received.

Warranty:

Client warrants that all content and information provided to nGage Design Group, Inc. does not infringe on any copyrights. Likewise, nGage Design Group, Inc. warrants that any content we create will not infringe on any copyrights. Both parties shall be held harmless.

Confidentiality:

Neither nGage Design Group, Inc., nor Client shall divulge any confidential information regarding this proposal or personal financial details without prior approval and for no other reasons than to complete website.

Authorization:

The Client is engaging nGage Design Group, Inc. as an independent contractor for the specific purpose of developing and/or improving a web site and/or graphic design services. The Client hereby authorizes Developer to access the client's FTP account if necessary, and authorizes the web hosting service to provide nGage Design Group, Inc. 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 nGage Design Group, Inc. to publicize their completed web site to Web search engines, as well as other Web directories and indexes as a benefit to the Client.

Domain Registration:

The Developer will secure a domain name for the Client at the Client's request. All charges incurred in doing so will be billed to the Client as an addition to the base price contemplated by this agreement. Note: One year domain registration for the Client's main domain is included with one year paid hosting on nGage Design Group's servers. If the Client already has a domain name, the nGage Design Group, Inc. will coordinate redirecting the address to the new host.

Should the Client desire a specific domain name, which is already owned by another party, negotiations for said domain name must be undertaken by the Client.

Client Amends / Changes:

nGage Design Group, Inc. prides itself in providing excellent customer service. That is the spirit of our agreement and the spirit of nGage Design Group's business. To that end, we encourage input from the Client during the design process. Client will be given two revisions to the website after the initial design is presented to the client. Each revision requires the client to sign a revision request approval form via e-mail. Any additional revisions will be charged at the hourly rate of \$50.00.

nGage Design Group, Inc. understands, however, that Clients may request significant design changes to pages that have already been built to the Client's specification. To that end, please note that our agreement does not include a provision for significant page modification or creation of additional pages in excess of our agreed page maximum. If significant page modification is requested after a page has been built to the Client's specification, we must count it as an additional page.

Changes after website is completed (client requested):

Any changes to the website outside of the initial contract quote will be charged an hourly rate of \$50.00 per hour.

Adobe Flash Animation:

Adobe Flash additions are based on an hourly fee of \$75.00 in addition to the original contract unless the Client specifies Flash in the initial quote, which would then be included in the initial quote.

Third Party or Client Page Modification:

Some Clients will desire to independently edit or update their web pages after completion of the site. Note however, nGage Design Group, Inc. is not responsible for any damage created by the Client or agent of the Client. Any repairs required will be assessed at an hourly rate of \$50.00.

nGage Design Group, Inc. is not responsible for the compatibility of third party software on servers other than our own, and is not responsible for software/templates/programming not created by nGage Design Group, Inc. If a Client requests the use of third party software/services, it is the Client's responsibility to consult with nGage Design Group, Inc. BEFORE website design begins to discuss compatibility.

Ecommerce Sites:

CGI /PHP Programming

This contract contemplates one basic e-mail form embedded on the Clients web site with the data captured in the form delivered to the Client at the Client's specified e-mail address. If the Client requests a specific script beyond this capability and it must be purchased or created by

nGage Design Group, Inc. at the Client's request, the charge for the script, if any, will be billed back to the Client.

Merchant Account

The Client will need a Merchant Account to enable the ability to accept credit cards online. Any charges necessary to secure the Merchant Account are chargeable to the Client. nGage Design Group, Inc. will setup the Client's merchant account upon request. nGage Design Group, Inc. has several recommended merchant services and shopping carts compatible with our servers. nGage Design Group, Inc. is not responsible for the compatibility of merchant accounts or ecommerce software on servers other than our own. If a Client requests the use of a particular shopping cart, merchant service, or banking institution, it is the Client's responsibility to consult with nGage Design Group, Inc. BEFORE website design begins to discuss compatibility.

Secure Certificate

A secure certificate for online transactions is provided by nGage Design Group, Inc. for all ecommerce Clients hosting with us. The Client is encouraged to obtain a secure certificate if hosting on another server. The Client understands that if they do not obtain their own secure certificate, design capabilities on the shopping cart itself may be limited.

Laws Affecting Ecommerce Sites

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

Training:

The Developer will provide e-mail and telephone assistance to the Client's designated representatives regarding management of the Client's web site at a pre-negotiated rate.

Additional Expenses:

Client agrees to reimburse the Developer for any critical Client requested 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

Web Hosting:

We recommend hosting through us, however, Clients are free to choose a web hosting service. The client must provide nGage Design Group, Inc. with the FTP information and usernames and passwords for the hosting service.

Indemnification:

Client agrees that it shall defend, indemnify, save and hold the nGage Design Group, Inc. harmless from any and all demands, liabilities, losses, costs and claims. Client also agrees to defend, indemnify and hold nGage Design Group, Inc. harmless 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 web site. 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.

Ownership to Web Pages and Graphics:

Copyright to the finished assembled work of web pages and graphics produced by the Developer shall be vested with the Client upon final payment for the project. This ownership is to include, design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project. Rights to photos, graphics, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. nGage Design Group, Inc. and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

Termination:

Client may terminate any signed agreement by notice in writing or by email to nGage Design Group, Inc. prior to the onset of the website project. Should you decide to cancel on-going maintenance, please do so by postal mail or email to:

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