

Fusion Web Technologies

Web: www.fusionwebtechnologies.com
Email: fusion@fusionwebtechnologies.com
Phone: (732)410-1419
Address: 13-4 Stratford Apt., Old Bridge, NJ 08857

Web Service Price Quote

Hello,

Thank you for your interest in Fusion's mini-website service. The total cost of your mini-website is given below.

Service	Price
Mini-Website (<i>See Note #1</i>)	\$197.00
Total	\$197.00

Note #1: Mini-website service according to the features stated on official website of Fusion Web Technologies; and also according to the enclosed Website Features document.

Please note that the above price quote does not include ongoing monthly fees for web hosting and domain name, which are charged to you by other companies. More details are provided below.

Payment Schedule

Payment shall be made as follows:

- 50% of the above total price quote shall be made after the basic graphics and design structure of the website are completed and approved by you, the client.
- 50% of the above total price quote shall be made upon completion of the project.

Payments can be made online through PayPal, where all major credit cards are accepted. In addition, bank checks and money orders are also accepted by mail.

How to Get Started

To get started, do the following:

1. Print, fill out, and sign the enclosed Web Service Agreement. Also, sign your initials on each page of the printout.
2. Print this entire Web Service Price Quote document. Sign your initials on each page of the printout.
3. Print the enclosed Website Features document. Sign your initials on each page of the printout.
4. Fax all of the above signed documents to:

Fax Number: (732)862-4630

After your fax is received, you will officially become a client of Fusion Web Technologies. You will be contacted by phone so that Fusion can get to know your business better. You will also be asked a few questions about your business, your product(s)/service(s), your target audience, and your competitor(s).

In the meantime, as you wait for this phone call, please try to decide what the content of your website will be, if you haven't done so already. This will definitely save time later in the website planning process. Decide on what the individual web pages will be, the informational nature of each web page, and how lengthy each piece of content will likely be. The website planning phase will consist of multiple phone meetings – or if Fusion is coming to you for a physical meeting, it will likely consist of a single meeting with multiple sub-phases separated by periods of intermission.

The Process

You will be asked to provide text content for your website. If you are too busy to write the text, or prefer someone else to write it for you, Fusion can interview you over the phone, do additional research, and write the text for you at an additional fee of only \$97. This payment will be due at the end of the project.

The planning phase is a free-form meeting or set of meetings over the phone that will nail down the specific requirements of your website. During this time, you are encouraged to contribute your own ideas and preferences for the website. You can exercise as little or as much control over the artistic design of the website as you wish -- including graphical images, layout, and positioning of elements on web pages – and delegate any level of artistic decision-making to Fusion as you see fit.

After the planning phase, Fusion will produce the basic graphics and design structure of your website. This includes the site logo/header, navigational links, background design, and page footer that basically go on every page of the website. Upon your approval of this basic design phase, 50% of the total price quote will be due immediately.

Thereafter, the text content will be laid out across the multiple pages of the website. Professional font/text typography will also be applied. In addition, graphics specific to each web page will be produced and positioned on the web page. After your final approval of these changes, the project will be completed, and the remaining 50% of the total price quote will be due immediately.

After that payment is made, your website will be published on a web server. Your project coordinator will guide you through the steps of setting up a web server account at a web hosting company. This can be done in just five minutes by filling out a simple online form and submitting credit card payment information. The web hosting company charges \$9.95 per month for hosting your website. Alternatively, you can also choose another web hosting company if you wish.

If you need your own domain name – such as www.yourcompany.com -- your project coordinator will guide you through the steps of creating your own domain name through an Internet domain name registrar named Network Solutions. Network Solutions charges an annual fee of \$34.99 for all .COM, .ORG, .NET, and .INFO domain extensions. Prices vary for all other domain extensions. Again, this is a matter of filling out a simple online form and submitting credit card payment

information. Alternatively, you can also choose another domain name registrar, such as REGISTER.COM, if you wish.

After your website is published on a web server, it will be live on the Internet. You can then advertise your website URL through the Internet, on print publications, on business cards, on business forms, and anywhere else.

Analyzing Your Site Traffic

At some point, you may need statistical information about your website's traffic. You may also need to know exactly which sites your traffic is coming from, so that you will know which of your advertising efforts are paying off.

If you set up your website at the web hosting company mentioned above, you will have access to site traffic statistical information through a control panel interface provided by the web hosting company.

You will also be able to download text files containing information on every past visit to your website, including the site from which the visitor came prior to landing on your site. Because of their potentially large sizes, the text files automatically disappear after a period of a few weeks or after a certain byte quota is reached, so frequent downloading is recommended if you want to preserve the information.

Future Web Service

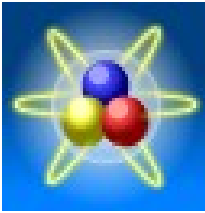
After your project is finished, you may request additional changes to your website in the future at additional cost. Each request is subject to a price quote.

Copyright Restriction

Please note that Fusion owns copyright to all web files directly pertaining to FLICKS technology, even if those files are part of your finished website. For more information, please read the section "Trademarks And Copyrights" in the enclosed Web Service Agreement.

Thank You

Thank you for the opportunity to serve your web development needs. Remember, we want to help you succeed online. If you have any questions, please call (732)410-1419 from 9AM to 6PM Monday-Friday Eastern Standard Time; or email fusion@fusionwebtechnologies.com.



Fusion Web Technologies

Web: www.fusionwebtechnologies.com
Email: fusion@fusionwebtechnologies.com
Phone: (732)410-1419
Address: 13-4 Stratford Apt., Old Bridge, NJ 08857

Web Service Agreement

Client Information

Name: _____

Company: _____

Address: _____

City, State ZIP: _____

Email Address: _____

Phone Number: _____

Background

Above-named client (referred to hereinafter as "Client") has engaged Fusion Web Technologies (referred to hereinafter as "Fusion") for the specific purpose of performing web development tasks on an Internet website (referred to hereinafter as "Client's Site"), including all subdirectories and pages.

Services Rendered

Fusion agrees to perform web development services (referred to hereinafter as "Services") for the production of a fully functional website agreed upon with Client which may include but are not limited to:

- Web Page Design, Layout, and Production
- Coding in HTML, XHTML, CSS, JavaScript, AJAX, XML, PHP, MySQL
- Graphic Design
- Search Engine Optimization

Aside from the initial planning stage, the web development project shall be divided into two production phases. In the first phase, Fusion shall design the basic infrastructure of the website, including site logo,

basic color themes, commonly used background textures, navigational system, and page footers. In the second phase, Fusion shall develop the rest of the website, including text content, remaining graphics, and programming work if necessary.

The general scope of the project requirements is defined in the enclosed Website Features document.

The detailed requirements of the project will be determined during the initial planning stage, which is a set of phone or physical meetings between Fusion and Client. Client has overriding power in all design and development decisions with the following exceptions:

1. Client request must be technically possible to achieve with the web technologies being employed, including the FLICKS technology.
2. Client request must not contradict the general scope of project requirements defined in the enclosed Website Features document.

If Client requests any changes to the requirements after the initial planning stage has ended, those requests shall be counted as part of a revision cycle as described in the section "Revisions".

Each of the two production phases comes to an end when Client approves all work done in that phase, or when all revision cycles for the project have been exhausted.

Payment

Client and Fusion agree that payment for Services described in this contract shall be made in multiple phases:

- Payment equal to 50% of the price quote specified in the enclosed Web Service Price Quote is due immediately after Client approves the first production phase of the project.
- Payment equal to 50% of the price quote specified in the enclosed Web Service Price Quote is due immediately after Client approves the second production phase of the project.

Performance

Client understands that Fusion makes no guarantee regarding turnaround time for the completion of Client's Site. However, if turnaround time exceeds thirty days, Client may demand a refund in an amount of money proportional to the amount of work undone in the project. This proportion must be based on a reasonable estimate of total work completed. In the event of a refund, Client shall receive a copy of all web files associated with the project, along with general copyright ownership of the files. However, such copyright ownership is still subject to copyright restrictions defined in the section "Trademarks And Copyrights". Client may then forward the web files to another web developer for subsequent completion of Client's Site. If that other web developer does not have access to FLICKS technology, the general graphical appearance of the unfinished website may still be reused by the web developer for the completion of Client's Site.

Web Development Standards

Fusion will develop web pages using its own FLICKS technology unless otherwise instructed by Client.

In addition, web pages developed by Fusion will be tested on and optimized for the following web browsers: Firefox, Internet Explorer (6.0 and later), Google Chrome, Safari, Opera.

Revisions

Upon initial completion of any phase of the project, Client may request revisions of the work done in that phase only. Fusion is obligated to honor such requests to the best of its ability. Fusion is not obligated to honor revision requests for work done in an earlier phase. For example, during the second phase, if Client requests a change to the navigational system, site logo, or background textures, Fusion is not obligated to fulfill that request.

A revision cycle, also called a feedback cycle, consists of the following steps:

- (1) Client reviews recent changes or development work done by Fusion.
- (2) Client requests any number of new or additional changes to be made to the work already done.
- (3) Fusion performs the work to fulfill those requests and presents the new changes to Client for review.

By default, Client is entitled to six total revision cycles spread across both phases of the project. For example, if Client uses two revision cycles during the first phase, then Client is entitled to four revision cycles during the second phase, assuming the default total revision cycle of six. However, more revision cycles can be purchased by Client at the rate of USD\$30 per revision cycle, with payment due at the end of the project.

Any remaining unused revision cycles at the time that Client approves the second phase of the project is forfeited by Client and cannot be used in future projects.

Warranties And Liability

Fusion does not warrant that the functions of Client's Site will meet Client's expectations of traffic or resulting business. In no event will Fusion be liable to 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 Client's Site or any of its web pages, even if Fusion has been advised of the possibility of such damages.

Fusion shall not be held liable to Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of development turnaround time exceeding Client's expectations or the thirty-day limit described in the section "Performance", or arising out of the cancellation of the contract due to such circumstances, except that Client may demand a partial refund as described in the section "Performance".

Cancellation

If contract is canceled by Client before work is finished and before the thirty-day limit described in the section "Performance", Client forfeits any payments made and may be held liable for breach of contract.

Trademarks And Copyrights

Client represents to Fusion and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Fusion for inclusion in web pages are owned by the Client, or Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Fusion from any claim or suit arising from the use of such elements furnished by the Client.

Upon payment for and completion of all Services rendered, client generally owns copyright to the assembled work of Services produced by Fusion, with the following exceptions:

- **CLIENT DOES NOT OWN COPYRIGHT TO ANY WEB FILES DIRECTLY PERTAINING TO FLICKS TECHNOLOGY.** This includes all files located in a subfolder named "flicks". This restriction especially applies to the files named "Flicks.swf", "Flicks.js", and "Fusion.swf". Client may upload these files to a web server for the purpose of publishing the Site and also for backup purposes. Client may neither distribute nor sell any of these files to any third party. Nor may client package these files into any digital work that is subsequently distributed to any third party. Failure to adhere to this restriction may result in litigation by Fusion to recover any lost profits arising from the distribution of the aforementioned files to any third party. Fusion owns the copyright to all files directly related to FLICKS technology.
- Client does not own copyright to any web files that are part of the Public Domain or other works protected by the GNU General Public License. Fusion shall accompany such files with a license text file identifying the files under public protection.
- Client does not own copyright to any stock photos, stock images, stock video, or stock media included in the web files. Fusion shall assign all stock files with filenames beginning with the prefix "stock-" in order to identify to Client which files are stock files.

Web Developer Credits

For a period of at least one year beginning on date of written consent to allow Web Developer Credits, and as long as Fusion is performing Services for Client, Client agrees to allow Fusion to claim credit for Services rendered by posting a link, visible to search engines, to Fusion's website on Client's Site and in author meta tags of Client's Site.

Litigation

Any disputes arising from this contract will be litigated or arbitrated in Middlesex County, New Jersey. This Agreement shall be governed and construed in accordance with the laws of the State of New

Jersey. The undersigned Client hereby agrees to the terms, conditions and stipulations of this agreement on behalf of his or her organization. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

Client Signature

Client Name: _____

Client Signature: _____

Date: _____

Website Features

Website Page Count. How many pages will the website have, including the home page?

Five pages: Home, FAQ, Order, Thank You, Contact

Corporate/Company Logo Design. Will you need a new corporate/company logo designed? This is different than a website logo, which is basically a rectangular header that goes on top of every web page and typically contains the corporate/company logo.

No.

Input Forms. Other than the Contact Form, will there be any input forms where the user can enter and submit information?

No.

E-Commerce System. Will the website have a product catalog and/or shopping cart system?

No, just a simple Order page.

Credit Card Payments. Will your website process credit cards from users?

No, PayPal will handle credit card payments.

Blog. Will there be any blogs or discussion forums on the website?

No.

Database Programming. Will the website need to store, retrieve, process, or display any information in a database?

No.

Animation. Other than the navigational system, will any part of any web page change its appearance or informational content automatically over time? Includes Flash introductions and slideshows.

No.

Interactivity. Other than the navigational system, will any part of any web page change its appearance or informational content based on mouse or keyboard input from the user? Includes Flash introductions and slideshows.

No.

Stock Images. Maximum limit of one per page, and two for the home page... each with a maximum size of 400x400 pixels. A stock image is either (1) a photograph-like image, or (2) a

cartoon-like image requiring a lot of freehand drawing. Stock images do not include background textures, list bullets, and web page supplementary graphics. Typically, only a small portion of a website's graphics are stock images.

Maximum limit in effect.

Audio/Video. Will any audio or video files need to be embedded into the website?

No.

Anything Else Unusual. Anything that goes above and beyond a static brochure website that is not covered by the above mentioned features.

No.