

Web Design Contract

Customer will provide DBGraphic.com with the text and visual images that will comprise the home page. As against Customer, DBGraphic.com agrees that it acquires no rights to such text and visual images by virtue of its programming and consulting services. All other intellectual property rights in the home page and the work performed by DBGraphic.com, including without limitation, software copyrights, software patents, and trade secrets, shall be the sole property of DBGraphic.com. Nothing contained in this agreement shall be construed to convey any intellectual property rights to Customer. Customer agrees to execute any documents necessary or desirable for confirming DBGraphic.com's ownership of such intellectual property rights.

With regard to DBGraphic.com's intellectual property rights in the home page, DBGraphic.com grants a permanent royalty-free, non-exclusive license to use such intellectual property for the purpose of a single home page to be resident on a single server.

Customer warrants and represents that it has the full right, power and authority to use all information or material that it has provided to DBGraphic.com including, without limitation, the above-referenced text and visual images. Because such information and materials will be transmitted, published, and displayed to third parties, customer agrees to defend, indemnify, and hold DBGraphic.com harmless against all claims, suits, costs, damages, judgments, attorney's fees, settlements or expenses incurred, claimed, obtained or sustained by third parties, whatever the cause of action including, without limitation, defamation, misappropriation, invasion of privacy, intellectual property infringement, or otherwise whether such claims are meritorious or not, with regard to said home page.

In the event that any work performed by DBGraphic.com, including the home page, is found to be defective due to fault of DBGraphic.com or for other reasons, DBGraphic.com's liability shall be limited to the refund of the moneys Customer paid to DBGraphic.com. Customer expressly disclaims and waives the right to any additional damages including, without limitation, direct, consequential, punitive, or any other kind of damages.

This Agreement shall be governed by the laws of the State of California and Customer further consents to jurisdiction by the state and federal courts sitting in the state of California.

This Agreement constitutes the complete and exclusive agreement between DBGraphic.com and Customer with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in a writing duly signed by an authorized representative of DBGraphic.com and Customer.

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

Customer Name

Date

DBGraphic.com Representative

Customer Signature

Date

DBGraphic.com Representative