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Website Program Order Form

The prices below reflect annual cost unless otherwise specified.

Web site Packages

Site A



Site B



Basic Package – \$450 – Renewal \$300.00 after first year

- Annual hosting
- Home page
- Up To 4 additional pages
- Shop Aveda Online Link
- 4 images
- 1 Revision Per Quarter*
- Video**

Advanced Package – \$650 – Renewal \$400 after first year

- Annual hosting
- Home page
- Up to 6 additional pages
- Shop Aveda Online Link
- 6 images
- 1 Revision Per Quarter*
- Video**

Enhancements

- Additional pages \$125/page
 - Additional images \$35/image
 - Custom URL (for example, www.businessname.com, fill out section below) \$50/1 years OR \$75/2 years
 - Yes, I currently own my desired URL
 - 1 email account (must first buy a Custom URL)*** \$65 first year; \$15 annual renewal
 - Additional email accounts (please indicate number of accounts _____) \$10 each/year
- TOTAL: \$ _____**

* Revisions include one hour of work – any work over one hour will be charged \$90/hr.

MICHAELS WILDER, INC
 8000 West 78th Street Suite 250, Edina, MN 55439
 TOLL FREE: 877-258-8568 LOCAL: 952-657-7199 FAX: 952-843-2375



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*** Video must be supplied by salon in web ready format – if not there will be an additional charge*

**** Technical support for email accounts is limited to insuring the email account is functioning thru the web based interface provided.*

Complete your FREE Internet Address (URL): Example: <http://aveda-salons.com/SALONNAME>

Michaels Wilder owns the aveda-salons.com domain, so there is no extra cost to you for this URL. Please complete your free web address by filling in the information below:

http://aveda-salons/_____

If you are purchasing a custom URL, please indicate desired URL(s) (ex. www.businessname.com). Please note that some URLs will not be available. Therefore, feel free to list more than one option below in the order of preference. Michaels Wilder will register the first one available.

1). _____ 2). _____ 3). _____

If you are purchasing an email account(s) with your custom URL, please indicate the name associated with the account.

1). _____ 2). _____ 3). _____

Business Information

Business Name: _____

In Business Since (ex: 1996): _____

Your Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-Mail: _____

Hours: _____

Website Updates

Michaels Wilder is available to assist in updates and changes to your site. After the initial build, you will receive one revision per quarter *(content updates must be provided by Salon).

Payment

I authorize Michaels Wilder to create and/or host the web site that I have selected to my specifications. In maintaining my site, I agree to include only information pertaining to my business including but not limited to, its products, services, employees, etc. Under no circumstances will any adult content, hate messages or any other material deemed inappropriate be represented on my site. **You will be invoiced 30-days after receipt of this order form. I understand that these services will renew automatically each year until cancelled.**

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Payment Options:

<input type="checkbox"/> Invoice Me 1 Time
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AmexCard # _____ Exp. Date _____
Billing address _____
Name on Card _____

Signature _____

Date _____

* Revisions include one hour of work – any work over one hour will be charged \$90/hr.

AVEDA SALONS WEB SITE TERMS AND CONDITIONS

By signing the attached Web Site Order form you are agreeing to the following terms and conditions. Michaels Wilder, Inc is hereafter referred to as "**Company**" and the Person whose signature is on the Web Site Order Form is hereafter referred to as "**Client**".

These Terms and Conditions are based upon the following premises, objectives, and definitions:

- A. "Custom Work Product" means all designs, discoveries, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived, or developed by **Company** after the effective date of this Agreement on behalf of **Client** in furtherance of the Web Site. Custom Work Product does not include any pre-existing software owned by **Company**, nor any **Client** Material, nor any third party software products incorporated into the Custom Work Product.
- B. "Intellectual Property Rights" means intellectual or proprietary rights, including but not limited to copyright rights (including rights in audio-visual works), moral rights, patent rights (including patent applications and disclosures), right of priority, mask work rights, and trade secret rights, recognized by any country or jurisdiction in the world.
- C. "Confidential information" means any information not generally known to the public.
- D. Web Site - means any Web Page or other material that can be accessed using a Web Browser or FTP Client.

The parties mutually agree as follows:

1. It is understood and agreed that the **Client** shall retain all right, title and interest in the "Intellectual Property Rights" supplied by the **Client**, as well as in any modifications or improvements made to the "Intellectual Property Rights" by **Company**.
2. **Client** may assume updating and maintaining of the Web Site under its own unique domain name or URL in which case **Company** agrees to deliver to **Client** source code and grants to **Client** the right to modify and create derivative works subject to client properly reproducing all of **Company's** copyright, trademark, and other proprietary rights notices on modified versions derivative works.
3. **Client** represents and warrants that contributed material is original with **Client**, does not infringe the "Intellectual Property Rights" of any third party and does not include any material that is unlawful, harmful, fraudulent, threatening, abusing, harassing, defamatory, vulgar, obscene, profane, hateful, racial, unethical, or otherwise violate any applicable local, state, national, or international law.
4. **Client** retains all right, title, and interest in the Web Site and Custom Work Product and derivative works based thereon and all Intellectual Property Rights therein. This does not however, preclude **Company** from using any Custom Work Product and derivative works based thereon for other purposes not involving client.
5. **Client** agrees to pay **Company** all charges relating to the use of **Client's** account(s) according to rates and prices stated on the Website Order Form. **Company** reserves the right to terminate contract due to non-payment of invoices. Non-payment of invoice is defined as not receiving payment within **30 days** from invoice due date. Termination of contract will include suspension of the web site. Any overdue amount shall accrue fees at a rate of 1.5% per month.
6. **Company** shall use reasonable best efforts to service and maintain the Web Site. However, **Company** shall be excused from delays in performance or failure to perform to the extent such delays is the result of causes beyond the reasonable control of **Company**.
7. **NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE MADE WITH RESPECT TO THE WEB SITE OR ANY SOFTWARE OR INFORMATION THEREIN.**
8. **Client** shall indemnify and hold **Company** harmless from any liability, costs, loss or expense of any suit or proceeding against **Company** arising out of this Agreement of **Client's** use of the Web Site and **Client's** breach of the warranty set forth in Paragraph (3) above. **Company** shall indemnify and hold **Client** harmless from any liability, costs, loss or expense of any suit or proceeding against

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Client arising out of this Agreement of **Company's** inclusion of materials not approved by **Client** which infringe the "Intellectual Property Rights" of any third party or include any material not approved by **Client** that is unlawful, harmful, fraudulent, threatening, abusing, harassing, defamatory, vulgar, obscene, profane, hateful, racial, unethical or otherwise violate any applicable local, state, national or international law.

9. In no event shall **Company** be liable for any loss or profits, any incidental, special, exemplary, or consequential damages. This limitation is intended to apply to all claims of **Client**.

10. The accumulative liability of **Company** related to these terms and conditions, the web site order form and/or the web site itself, including any cause of action in contract, tort, or strict liability, shall not exceed the total amount of all fees paid to **Company** by **Client** under this Agreement during twelve (12) months, preceding written notice to **Company** by **Client** of such claim. This limitation is intended to apply to all claims of **Client**.

11. **Client** agrees to use its Web Site in accordance with the acceptable policy of any network server that **Client** connects to, including **Company**. Failure to comply with the restrictions on use and the acceptable use policies will result in termination of this Agreement and the Web Site without any further responsibility or liability to the **Company**.

12. This Agreement shall be governed and shall be construed in accordance with the laws of the State of Arizona.

13. Any controversy or claim arising out of or relating these terms and conditions, the web site order form and/or the web site itself, or breach thereof, shall be settled by arbitration before a single arbitrator having expertise in the issues involved in accordance with the Arbitration Rules of the American Arbitration Association, and judgment upon the award entered by the Arbitrator may be entered in any court having jurisdiction thereof. The locale shall be in Phoenix, Arizona unless otherwise agreed by the parties.

14. The provisions of these terms and conditions, the web site order form and/or the web site itself are severable and if an arbitrator finds one provision unenforceable, the remaining provisions of these terms and conditions shall remain in full force and effect.

15. These terms and conditions and the exhibits hereto attached constitute the entire Agreement between the parties with respect to the subject matter.

16. **Client** may not assign or transfer these terms and conditions, the web site order form and/or the web site itself without prior written consent of **Company**.

17. These terms and conditions, the web site order form and/or the web site itself is binding on the heirs and successors of **Client** and **Company**.

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