

# WEB SITE HOSTING AGREEMENT

01162001

THIS AGREEMENT is entered into as of 2-1-2001 ("Effective Date"), by and between:

DELTA COMPUTER SYSTEMS, INC., a Mississippi corporation, 1201 31st Avenue, Gulfport, MS 39501, Contact: John Robertson, Telephone: 228-868-3250, Facsimile: 228-868-3436, Email: John@deltacomputersystems.com ("Delta"),

and BALDWIN COUNTY COMMISSION, (customer name)

Contact: DAVID PIMPERL,

Telephone: 334-937-0351,

Facsimile: \_\_\_\_\_,

Email: \_\_\_\_\_,

("Client").

## 1. Definitions.

1.1 "Services." Web Site hosting services to be performed by Delta for Client as specified in Section 2 hereof and in Work Order(s) agreed to by the parties under this Agreement. The schedule for Services and related fees shall be agreed upon by the parties in the applicable Work Order.

1.2 "Client Web Site(s)." The Internet web site(s) specified in a Work Order for web site Services to be rendered by Delta hereunder.

1.3 "Web Server." A computer that hosts information available to anyone accessing the Internet.

1.4 "Web Server Platform." The operating system software utilized by a specified Web Server.

1.5 "Web Server Tools." Third-party computer programs and/or databases which (i) reside on a web server, (ii) are accessible by a Web Site, and (iii) interact with the Web Server Platform and certain Web Page Extensions.

1.6 "Web Page Extensions." Content and/or computer programs embodied in or accessed through web page(s) consisting of (i) any pictorial, graphic, and/or audiovisual works, including without limitation, icons, graphic images, sounds, and characters, (ii) any programming applets, scripts, interfaces, languages, or protocols implemented in a website to enable interaction between a Web Site and Web Tools, and databases, and (iii) any database tables (and accompanying database schema) residing on a Web Server.

1.7 "Web Page(s)." A series of interconnected files with hyper-text linking capabilities that reside on a Web Server and are accessible and viewable by a Web Browser. Web Page(s) are separate and distinct from, and do not include, Web Page Extensions.

1.8 "Client Content." Materials (i) provided by Client to Delta to be incorporated into Client's Web Site, or (ii) posted on the Completed Web Site by Client.

1.9 "Written Work Order." A written document mutually agreed upon and executed by the parties which incorporates the terms of the Agreement.

1.10 "Email Work Order." An electronic mail message mutually agreed upon between the parties which incorporates the terms of this Agreement and conforms to the following requirements. An email message sent or received by Delta's contact person using the email address specified above to or from Client's contact person using the email address specified above regarding Services to be performed under this Agreement shall be deemed to constitute a binding Work Order hereunder only if: (i) the email message prominently states that it is an "Work Order Number \_\_\_\_\_"; (ii) the responding electronic mail message prominently states that it is an "Acceptance of Work Order Number \_\_\_\_\_", and clearly refers to only one (1) specific electronic mail message to which it is responding; (iii) the terms of the communications are evident on the face of the two (2) electronic mail messages without reference to any additional materials; and (iv) the two (2) electronic mail messages reflect complete agreement among the parties on all points described in each electronic mail message. If a series of more than two (2) electronic mail messages leads to an agreement between the parties regarding Services to be provided by Delta

and/or price regarding such Services, the agreement reflected in those messages shall not be binding on either party unless and until such agreement complies strictly with the foregoing requirements.

1.11 "Proprietary Rights." All rights worldwide in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

2. Delta's Obligation To Provide Web Hosting Services. Delta shall (i) provide, configure, troubleshoot, and maintain Web Server(s), Web Server Platform, Web Server Tools, and the Services specified in a Work Order, including cabling and termination devices necessary to support access to the Internet, and (ii) undertake its best efforts to provide an Internet connection and access to the Client Web Site(s) twenty four (24) hours per day, seven (7) days per week, during the term of the applicable Work Order.

3. Client's Obligations. Client shall comply with all of the terms of this Agreement, including, but not limited to, the Acceptable Use Policy attached to this agreement and modifications issued from time to time. Upon notice from Delta, Client promptly shall eliminate any hazard, interference or service obstruction that any hardware or software used by Client, whether or not provided by Delta ("Client Materials"), is causing, or is likely to cause. If Client requests Delta to assist it in removing any hazards, interference or service obstruction that Client Materials are causing or are likely to cause, Delta may, but is not required to, assist in such removal. The charges for Delta's services in connection with such assistance shall be at Delta's rates for T&M Services as specified in the applicable Work Order. In the event that the primary function(s) of Client's Web Site(s) are impaired during non-business hours or holidays, and Delta has been unable to successfully locate and/or contact an authorized representative of Client, Delta may take reasonable steps to restore the functionality of Client's Web Site without prior Client approval. Any necessary work that is performed by Delta to restore functionality that was impaired by Client design flaws or errors shall be billable to Client at Delta's rates for T&M Services as specified in the applicable Work Order.

4. Cooperation. Client acknowledges (i) that certain Services to be provided by Delta may be dependant on Client providing certain data, information, or assistance ("Cooperation"), and (ii) that such Cooperation may be essential to the performance of Services by Delta. The parties agree that any delay or failure by Delta to provide Services hereunder which is caused by Client's failure to provide timely Cooperation reasonably requested by Delta shall not be deemed to be a breach of Delta's performance obligations under this Agreement.

5. Agreements With Employees. Delta shall obtain written agreements with each of its employees who participate in any of the Services under any Work Order which shall provide terms sufficient for Delta (i) to comply with all provisions of this Agreement and all Work Orders, and (ii) to support any confidentiality obligations of Delta hereunder.

6. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient"). For purposes hereof, "Confidential Information" means the terms and conditions hereof, and other information of an Owner (i) which relates to the purpose and subject matter of the Services, including the business models and plans of Owner and Owner's plans for the design of a Web Site, or (ii) which, although not related to the Services, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; or (iv) is independently developed by Recipient without reference to Confidential Information.

7. Ownership And License of Proprietary Rights. License. All computer programs and other technology utilized by Delta to provide the Services hereunder are owned by Delta and its licensors, and Client does not acquire any ownership interest therein. Delta hereby grants to Client a non-exclusive right to use all Proprietary Rights embodied within computer programs and other technology solely for the purpose described herein and for no other purpose or use. Client shall not (i) tamper with, copy, merge, decompile, or disassemble any such computer programs and other technology, (ii) nor shall Client disclose, share, or transmit any identification or password code provided by Delta with any third party without the express written consent of Delta.

8. Charges. Client shall pay to Delta fees for Services and other payments specified in this Section ("Charges") in accordance with this Agreement and the applicable Work Order. Charges shall commence to accrue on the date that Delta provides access codes to Client ("Operational Date"). All payments for Charges shall be made in U.S. Dollars. Client may pre-pay the Charges for the entire term of this Agreement or may pay the Charges on a monthly basis. Charges shall be invoiced to Client in advance at the beginning of the month. Any additional charges, including without limitation, any early cancellation charges, accrued interest, late fees and any

usage-based charge, including without limitation, charges for network access to the Internet, shall be invoiced in arrears and shall appear on the monthly invoices for Services or separate invoices. In all cases, payments for Charges are due upon receipt by Client of the invoices for such Charges. In addition to any other remedies that may be available to Delta under this Agreement (including without limitation, in connection with the termination of this Agreement) or applicable law, Charges that are not paid in full forty-five (45) days after receipt by Client of the invoice therefore (a "Payment Default") will be subject to interest charges of the lesser of one and one-half percent (1.5%) per month or portion thereof and the highest amount permitted by law. Client shall be liable for all amounts payable to Delta hereunder, and all such payment obligations shall survive the expiration or termination hereof. Client also shall pay to Delta all expenses incurred by Delta in exercising any of its rights under this Agreement or applicable law with respect to the collection of a Payment Default, including without limitation, reasonable attorneys' fees and the fees of any collection agency retained by Delta.

9. **Purchase Orders.** Client may purchase additional Services from time to time by issuing purchase orders. Notwithstanding the content of any purchase order issued by Client, this Agreement shall take precedence over such purchase order, and any conflicting, inconsistent, or additional terms of Client's purchase order shall be null and void.

10. **Scheduled Maintenance.** Delta designates time periods ("Scheduled Maintenance Windows") during which it may limit or suspend the availability of the hardware and/or software involved in providing its Services (an "Outage") to perform necessary maintenance or upgrades. Scheduled Maintenance Windows currently are each Tuesday and Friday between the hours of 1 am and 4 am Central Time. If planned maintenance has the possibility of making the server or servers, as the case may be, utilized by Client inaccessible to the Internet during a Scheduled Maintenance Window, Delta will provide not less than twenty-four (24) hours prior electronic mail or other notice to Client of the Scheduled Maintenance Window during which the Outage is planned. In addition, Delta reserves the right to perform any required maintenance work outside of the Scheduled Maintenance Window with prior notice to Client.

11. **Disclaimer; Limitation of Liability.** Delta does not monitor or exercise control over the content of the information transmitted through its facilities. Use of the Services or any information that may be obtained therefrom is at Client's own risk. Delta shall have no responsibility or liability for the accuracy or quality of information obtained through its Services. Delta shall not be deemed to be in default of any provision of this Agreement or be liable for any delay, failure of performance or interruption of the provision of Services to Client resulting, directly from any (i) weather conditions, natural disasters or other acts of God, (ii) action of any governmental or military authority, (iii) failure caused by telecommunication or other Internet provider, or (iv) other force or occurrence beyond its control.

12. **Term Of Agreement.** The initial term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of two (2) years. The initial term hereof shall automatically renew for successive one (1) year terms unless either party notifies the other in writing not less than sixty (60) days prior to the expiration of the current term of its intention not to renew. Both the initial term and any renewal term are subject to earlier termination as otherwise provided herein. Either party may choose not to renew this Agreement without cause for any reason. After the expiration or termination of this Agreement, any existing Work Order then still in effect shall continue unaffected and in full force and effect unless otherwise terminated as provided herein or in such Work Order.

13. **Term Of Work Order.** Any Work Order created under this Agreement shall commence immediately upon execution by both parties, and shall continue thereafter as provided in the Work Order.

14. **Automatic Termination.** Unless Delta promptly after discovery of the relevant facts notifies Client to the contrary in writing, this Agreement and all Work Orders will terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against Delta, any assignment or attempted assignment by Delta for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for Delta.

15. **Termination For Cause.** If either party fails to comply with any of the material terms and conditions of this Agreement or Work Order, the other party may terminate this Agreement and/or any or all Work Orders upon thirty (30) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

16. **Termination For Convenience.** Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement, or any part thereof, and/or any or all Work Orders, or any part thereof, for convenience, without cause, upon thirty (30) days' written notice to the other party.

17. **Rights and Obligations on Termination.** Upon termination of this Agreement, Delta and Client shall have no obligations to each other except as provided in this Agreement. Upon termination of this Agreement, Client shall (i) pay all amounts due and owing to Delta, (ii) remove from Delta's premises all property owned by Client and (iii) return to Delta all software, access keys and any other property provided to Client by Delta under this Agreement. Any property of Client not removed from Delta's premises within thirty (30) days after such termination shall become the property of Delta, which may, among other things, dispose of such property without the payment of any compensation to Client.

18. **Arbitration.** Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Baldwin

County, Alabama. The arbitrator shall apply the laws of the State of Alabama to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

19. Notices By Personal Delivery, Postal Mail, And Facsimile Transmission. All notices given in writing shall be effective when either served by personal delivery or by certified or registered mail. All notices given electronically by facsimile transmission shall be effective if the sender maintains a log created at the time of transmission indicating receipt. Further, in order to be effective, all such notices shall be addressed to the contact persons of the parties at their respective addresses or facsimile numbers as set forth on the initial page hereof, or to such other addresses or facsimile numbers as either party may later specify by written notice.

20. Notices By Email. Notwithstanding the above provisions regarding notices by personal delivery, postal mail, and facsimile transmission, an electronic mail message sent by one party to the other shall be deemed to constitute an effective notice hereunder only if: (i) the electronic mail message notice prominently states that it is being given under this Agreement and requests an email response acknowledging receipt; and (ii) the responding electronic mail message (a) clearly refers to the specific email message to which it is responding, and (b) includes a copy of the text of such message. Further, in order to be effective, all such notices shall be addressed to the contact persons of the parties at their respective email addresses as set forth on the initial page hereof, or to such other email address as either party may later specify by written notice.

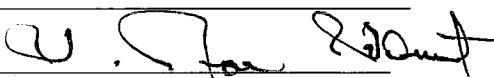
21. Continuing Obligations. The following obligations shall survive the expiration or termination hereof: (i) any and all limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of protecting the Proprietary Rights of either party or any remedy for breach thereof, (iii) the payment of taxes, duties, or any money to either party hereunder, and (iv) the return of materials to either party.

22. Miscellaneous. This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

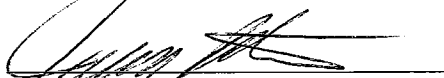
**CLIENT:**

**DELTA COMPUTER SYSTEMS, INC.**

By:   
(Signature)

Name: T. Joe Faust

Title: Chairman

By:   
(Signature)

Name: JOHN ROBERTSON

Title: PRESIDENT

# ACCEPTABLE USE POLICY

1. Introduction. This document sets forth the principles of the Acceptable Use Policy that governs the use by the Client identified on the attached Work Order ("Client") of the Services provided by DELTA COMPUTER SYSTEMS, INC. ("Delta") described on the attached Work Order ("Services"). The Acceptable Use Policy has been created to promote the integrity, security, reliability and privacy of Delta's Web Site management facilities, network, and Client data contained within. Delta retains the right to modify the Acceptable Use Policy at any time and any such modification shall be automatically effective as to all clients when adopted by Delta.

2. Compliance With Law. Client shall not post, transmit, re-transmit or store material on or through any of Services which, in the sole judgment of Delta (i) is in violation of any local, state, federal or non-United States law or regulation, (ii) threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Client. Client shall be responsible for determining what laws or regulations are applicable to its use of the Services.

3. Prohibited Uses of Services. In addition to the other requirements of this Use Policy, Client may only use the Services in a manner that, in the Delta's sole judgment, is consistent with the purposes of such Services. If the Client is unsure of whether any contemplated use or action is permitted, please contact the Delta as provided above. By way of example, and not limitation, uses described below of the Services are expressly prohibited.

## 3.1 General.

3.1.1 Resale of Services, without the prior written consent of Delta.

3.1.2 Deceptive on-line marketing practices.

3.1.3 Violations of the rights of any Person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Client.

3.1.4 Actions that restrict or inhibit any Person, whether a customer of the Delta or otherwise, in its use or enjoyment of any of the Delta's Services.

## 3.2 System and Network.

3.2.1 Introduction of malicious programs into the network or server (e.g., viruses and worms).

3.2.2 Effecting security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which Client is not an intended recipient or logging into a server or account that Client is not expressly authorized to access. For purposes of this Section "disruption" includes, but is not limited to, port scans, flood pings, packet spoofing and forged routing information.

3.2.3 Executing any form of network monitoring which will intercept data not intended for Client's server.

3.2.4 Circumventing user authentication or security of any host, network or account.

3.2.5 Interfering with or denying service to any user or any host.

3.2.6 Using any program/script/command, or sending messages of any kind, designed to interfere with a user's terminal session, via any means, locally or via the Internet.

3.2.7 Creating an "active" full time connection on a Delta-provided dial-up account by using artificial means involving software, programming or any other method.

3.2.8 Utilizing a Delta-provided dial-up account for purposes other than facilitating connectivity to the products and services provided by the Delta. This includes copying or creating files utilizing more than 1MB of disk space on the dial-up account servers unless specifically authorized.

3.2.9 Failing to comply with the Delta's procedure relating to the activities of customers on Delta's premises.

3.2.10 Abuse of the bandwidth allotment provided to the customer based upon the purchased network class. For purposes of this Section 3.2.10, abuse is defined as deliberately taking advantage of the network configuration to utilize greater than 50% of the bandwidth available to the customer based on network class. Abuse of bandwidth during a Web Site Beta Period will result in termination of applicable network discounts and commencement of billing based upon normal network recurring charges.

### 3.3 Billing.

3.3.1 Furnishing false or incorrect data on the Order Form, contract or online application, including fraudulent use of credit card numbers.

3.3.2 Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document "use" of Delta's products and services.

### 3.4 Mail.

3.4.1 Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam").

3.4.2 Harassment, whether through language, frequency or size of messages.

3.4.3 Unauthorized use, or forging, of mail header information.

3.4.4 Using Delta or Client account to collect replies to messages sent from another provider, which violate these rules or those of that provider.

3.4.5 Creating or forwarding "chain letters" or other "pyramid schemes" of any type.

### 3.5 Usenet Newsgroups.

3.5.1 Posting the same or similar messages to large numbers of Usenet newsgroup ("Newsgroup spams").

3.5.2 Posting chain letters of any type.

3.5.3 Posting encoded binary files to newsgroups not specifically named for that purpose.

3.5.4 Cancellation or superseding of posts other than your own.

3.5.5 Forging of header information.

3.5.6 Solicitations of mail for any other e-mail address other than that of the poster's account or service, with intent to harass or to collect replies.

### 3.6 Roles Regarding UNIX Managed Server.

3.6.1 Client may not create/update/delete accounts created and maintained by Delta. Specifically, the Delta account may not be altered in any manner nor may any account with a UID of less than 1000 be altered.

3.6.2 Client may not change the partitioning or mount points of any drive.

3.6.3 Client may not create/update/delete any file in the /usr directory tree.

3.6.4 Client may not install Microsoft FrontPage Extensions unless updated on the /usr directory tree.

3.6.5 Client may not create .rhosts or /etc/.host.equiv files.

3.6.6. Client may not implement any procedure or process that would allow one to login as root without using the root password. Client may not create suid scripts or programs.

3.6.7 Client may not alter the system kernel.

3.6.8 Client may not alter the /sys or /etc/system directory trees or any files contained therein.

3.6.9 Client may not apply operating system and application patches to software not installed and solely maintained by the Client, unless notification is given to Delta.

3.6.10 Client may not change the root shell.

3.6.11 Client may not alter the contents of /.k5login.

3.6.12 Client may not alter /etc/fstab or /etc/vfstab.

3.6.13 Client may not share or export file systems. This includes modifying /etc/exports, /etc/dfs/sharetab, and /etc/netgroup.

3.6.14 Client may not modify the decode or root alias in the /etc/aliases file.

3.6.15 Client may not change the "identity" of the system. This includes modifying /etc/hosts, /etc/hostname.\*, /etc/defaultrouter, /etc/networks and /etc/ethers.

3.6.16 Client may not modify the system in any manner that restricts or alters access to the system by Delta's employees.

3.6.17 Client may acquire root privileges after successful login of a valid non-root userid and using su to gain access as root.

3.6.18 Client may create/update/delete all aspects of Client created user accounts. This may includes modifying home directory permissions, user passwords, etc.

3.6.19 Client may use FTP to create/update/delete files and directories.

3.6.20 Client may add to, but may not modify, existing data in the following configuration files: /etc/aliases, /etc/group, /etc/rc.local, /etc/sendmail.cf file and root crontab.

3.6.21 Client may install software on the server provided the installation meets all of the criteria detailed above, and Delta is notified of such installation.

### 3.7 Roles Regarding Windows NT Managed Server.

3.7.1 Client may not create/update/delete accounts created and maintained by Delta. Specifically, Delta account may not be altered in any manner.

3.7.2 Client may not install software that does not execute as a service.

3.7.3 Client may not install software that does not have a remote administration capability.

3.7.4 Client may not install applications that do not run within a logon account different from that of the installing user.

3.7.5. Client may not install applications which must be restarted when one user logs off and another user logs on.

3.7.6 Client may not install applications that do not execute when an individual is not logged on to the server.

3.7.7 Client may not modify the network and system settings of the server.

3.7.8 Client may not apply operating system and application patches to software not installed and solely maintained by the customer, unless notification is given to Delta.

3.7.9 Client may use FTP to create/update/delete files and directories.

3.7.10 Client may create/update/delete all aspects of Client created user accounts. This includes modifying home directory permissions, user passwords, etc.

3.7.11 Client may start and stop all Windows NT 4.0 Services, including the WWW and FTP services.

3.7.12 Client may install software on the server provided the installation meets all of the criteria detailed above, and Delta is notified of such installation.



# COUNTY COMMISSION

BALDWIN COUNTY  
P. O. BOX 1488  
322 COURTHOUSE SQUARE  
BAY MINETTE, ALABAMA 36507  
(334) 937-9561  
FAX (334) 580-2500, FAX  
www.co.baldwin.al.us

February 1, 2001

MEMBERS  
DIST 1. JONATHAN H. ARMSTRONG  
2. FRANK BURT, JR.  
3. GEORGE A. PRICE  
4. MARY FRANCES STANFORD  
5. CHARLES A. (CHUCK) BROWDY  
6. T. JOE FAUST  
7. ALLEN D. PERDUE

Mr. John Robertson  
Delta Computer Systems, Inc.  
1201 31st Avenue  
Gulfport, MS 39501

RE: Web Site Development Agreement

Dear Mr. Robertson:

The Baldwin County Commission during the regular session assembled on December 19, 2000, approved the Web Site Development Agreement with Delta Computer Systems, Incorporated.

Attached you will find the Agreement, Hosting Agreement and the Web Site Work Order #1 and the Web Site Development Work Order #1. Please have these documents executed and forward an original of each document back to this office for our files and retain one for your files.

If you have any questions, please feel free to give me a call.

Sincerely,

T. JOE FAUST, Chairman  
Baldwin County Commission

TJF/klk

cc: David Pimperl

Attachment

2/1/01  
Mailed / Waiting for  
fully executed  
original to be  
sent back for  
our files -  
(TJF)



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01162001

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DELTA COMPUTER SYSTEMS, INC., a Mississippi corporation, 1201 31st Avenue, Gulfport, MS 39501, Contact: John Robertson, Telephone: 228-868-3250, Facsimile: 228-868-3436, Email: John@deltacomputersystems.com ("Delta"),

and,

BALDWIN COUNTY COMMISSION, (customer name)

Contact: DAVID PIMPELL,

Telephone: 334-937-0351,

Facsimile: \_\_\_\_\_,

Email: \_\_\_\_\_,

("Client").

WHEREAS, Delta is skilled in the field of web site design and programming; and

WHEREAS, Client may engage Delta from time to time to design and develop web site(s) and enhancements to such web site(s) pursuant to the terms and conditions hereof; and

WHEREAS, the parties desire to enter into this master agreement for purposes of establishing certain general terms and conditions that will govern a series of contemplated development transactions in the future; and

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

## 1. Definitions.

1.1 "Services." Work in the form of Web Site development and/or related services to be performed by Delta for Client pursuant to a Work Order agreed to by the parties under this Agreement. The schedule for Services and related fees shall be agreed upon by the parties in the Work Order.

1.2 "Deliverable(s)." Any and all Web Page(s), computer programming, and/or content to be developed and/or provided by Delta for Client pursuant to a Work Order under this Agreement.

1.3 "Written Work Order." A written document mutually agreed upon and executed by the parties which incorporates the terms of the Agreement.

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1.9 "Web Site." Web Pages and Web Page Extensions which reside on a Web Server. A Web Site does not include Web Server Tools.

1.10 "Web Page(s)." A series of interconnected files with hyper-text linking capabilities that reside on a Web Server and are accessible and viewable by a Web Browser. Web Page(s) are separate and distinct from, and do not include, Web Page Extensions.

1.11 "Web Page Extensions." Content and/or computer programs that are proprietary to Delta and embodied in or accessed through Web Page(s) consisting of (i) any pictorial, graphic, and/or audiovisual works, including without limitation, icons, graphic images, sounds, and characters, (ii) any programming applets, scripts, interfaces, languages, or protocols implemented in a Web Site to enable interaction between a Web Site and Web Tools, and databases, and (iii) any database tables (and accompanying database schema) residing on a Web Server. Web Page Extensions do not include Client Content.

1.12 "Completed Web Site." All Deliverable(s) and other work product produced through the Services and (i) as integrated into a Web Site for Client under Agreement and under any Work Order entered into between the parties, and (ii) accepted by Client under to this Agreement and/or Work Order.

1.13 "Client Content." Materials (i) provided by Client to Delta to be incorporated into Client's Web Site, or (ii) posted on the Completed Web Site by Client.

1.14 "Proprietary Rights." All rights worldwide in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

1.15 "Derivatives." (i) For copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which such material may be recast, transformed, or adapted and any new material derived from such existing copyrightable material; (ii) for patentable or patented material, any improvement thereon; and (iii) for material or information which is confidential, proprietary or trade secret, any new material or information derived from such existing confidential, proprietary or trade secret material, including new material or information that are or may be protected by copyright, patent and/or trade secret or similar laws, or agreements providing for non-disclosure of any of the foregoing.

2. Initial Development And Set-Up of Web Site. Delta shall provide Services and/or Deliverable(s) for the design, development, and implementation of a Web Site for Client, such Services and Deliverable(s) to be more fully described in a Work Order. Delta shall render such Services and produce the Deliverable(s) in accordance with the Work Order.

3. Responsibility for Delta Employees. All personnel provided by Delta to perform any Services shall be considered Delta's employees or agents, and Delta shall be responsible for payment of fees or salaries (including

the withholding or payment of all payroll or income taxes), worker's compensation, disability benefits and the like for such personnel.

4. Technical Contact(s). Each party shall designate one of its employees as its principal contact for communicating with the other regarding technical issues hereunder. Each party may change its technical contact by written notice to the other party.

5. Cooperation. Client acknowledges (i) that certain Services and/or Deliverables to be provided by Delta may be dependant on Client providing certain data, information, or assistance (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of Services and/or the delivery of Deliverables by Delta. The parties agree that any delay or failure by Delta to provide Services hereunder which is caused by Client's failure to provide timely Cooperation reasonably requested by Delta shall not be deemed to be a breach of Delta's performance obligations under this Agreement.

6. Reports. Delta shall advise Client of its performance and its progress regarding any Work Order as Client may reasonably request from time to time.

7. Change Orders. Any change requested by Client in the scope of Services or Deliverable(s) specified in a Work Order must be mutually agreed upon by the parties in writing. Change orders may require modification of fees charged and/or delivery schedules.

8. Scheduling. In the event Delta anticipates at any time that it will not complete one or more Deliverable(s) within the prescribed timetable, Delta shall promptly inform Client by written notice, submit proposed revisions to the timetable that reflect Delta's best estimates of what can realistically be achieved, and continue to work under the revised timetable, in accordance with Delta's written notice, until otherwise directed by Client.

9. Limited Access Development Web Site. Delta shall make available to Client during the development process a private, limited access development Web Site which Client may access for purposes of monitoring the progress of the current development project.

10. Testing. Within thirty (30) days following receipt of notice of completion of Client's Web Site, Client shall review and test the Web Site and advise Delta of Client's acceptance of the Web Site or of any modifications desired. Client shall be deemed to have accepted the Web Site (i) upon receipt by Delta of written notification by Client of acceptance, or (ii) the failure of Client to request any additional modifications to the Web Site within thirty (30) days receipt of notice of completion. Upon acceptance, the Web Site shall be deemed to be the Completed Web Site.

11. Location of Services. All Services shall be performed at Delta's facilities unless otherwise mutually agreed in the applicable Work Order.

12. Responsibility For Web Site Content. Client acknowledges that Delta is not an editor or publisher of any Client Content, and that Delta has no responsibility for screening, policing, editing, or otherwise monitoring Client Content. Notwithstanding the foregoing, Delta reserves the right in Delta's sole discretion to refuse to use any Client Content (i) for which Client is not able to verify ownership or Client's rights of use to the satisfaction of Delta, or (ii) which, in the judgment of Delta, is inappropriate or suspect under applicable laws. Client is solely responsible for determining the type and scope of legal notices to be included at the Completed Web Site, including without limitation, disclaimers of warranty and liability, Proprietary Rights notices, limitations of liability, terms of use, and privacy policy.

13. Co-Branding And Linking. Subject to the continued approval of Client, Delta may place its own graphic logo with link to Client's site on the Completed Web Site for purposes of identifying Delta's work, subject to the approval of Client regarding the placement and size of such graphic logo. Delta shall remove such graphic logo immediately upon receipt of a written request from Client.

14. Ownership of Client Content. All Client Content is and shall remain the sole and exclusive property of Client or its suppliers, and Delta shall acquire no rights therein.

15. **Ownership And License of Web Pages And Web Page Extensions.** The Web Pages and the Web Page Extensions of the Completed Web Site, and all Proprietary Rights embodied therein, shall be owned exclusively by Delta and shall not be considered as works made for hire for and on behalf of Client. Contingent on payment in full of all fees charged in connection with the development of the Completed Web Site, during the term of this Agreement, Delta hereby grants to Client, a worldwide, non-exclusive, fully paid, royalty-free, perpetual, irrevocable, fully transferable, right and license (i) to make, use, perform, reproduce, modify, make or have made Derivatives based on, the Web Pages and Web Page Extensions, in both source code and object code form, and all Proprietary Rights embodied therein, in combination with other code or materials owned by Client or by third parties, (ii) to provide access to the Web Pages and Web Page Extensions as components of the Completed Web Site and any Derivatives based thereon to Client's clients as part of an application server offering, and (iii) to disclose the Deliverables and the Completed Web Site to third parties, provided that disclosure is subject to confidentiality restrictions and/or procedures sufficient to maintain the relative secrecy of trade secrets embodied therein. If Client desires to transfer the Completed Web Site under Section 32, Client shall, as a condition precedent, pay a one-time transfer license fee at the then current standard amount Delta charges for such transfers. Upon the payment of the transfer license fee, the license provided above for the Completed Web Site shall be converted into a perpetual license.

16. **Mutual Exchange of Confidential Information.** The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient"). For purposes hereof, "Confidential Information" means the terms and conditions hereof, and other information of an Owner (i) which relates to the purpose and subject matter of the Services, including the business models and plans of Owner and Owner's plans for the design of a Web Site, or (ii) which, although not related to the Services, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; or (iv) is independently developed by Recipient without reference to Confidential Information.

17. **Fees And Reimbursements.** Fees for Services rendered hereunder and reimbursement for expenses shall be payable in accordance with the applicable Work Order.

18. **Purchase Orders.** Notwithstanding the content of any purchase order issued by Client, this Agreement shall take precedence over such purchase order, and any conflicting, inconsistent, or additional terms of Client's purchase order shall be null and void.

19. **Limited Warranty for Deliverable(s) And Completed Web Site.** Delta warrants that (i) the Deliverable(s) and the Completed Web Site shall conform as to all material operational features and performance characteristics as provided in the applicable Work Order, and the Deliverable(s) and the Completed Web Site will be free of errors and defects that materially affect the performance of such features, for a warranty period of thirty (30) days from delivery, (ii) the Web Server Tools specified in any Work Order is the complete list of all Web Server Tools required for the operation of the Completed Web Site as specified in the applicable Work Order, and (iii) any Web Server Tool specified in any Work Order shall be commercially available for license by Client at the time of delivery of the Completed Web Site. If Client notifies Delta in writing of any such nonconformity, error, or defect under Subsection (i) above, Delta shall, at its sole and exclusive option, repair or replace the Deliverable or

Completed Web Site, as the case may be, at its cost and expense so that it conforms to this limited warranty. If Client notifies Delta of a breach of either Subsection (ii) or (iii) above, Delta shall provide to Client the required information or software, as the case may be, at Delta's cost and expense.

20. Disclaimer Regarding Discontinuation or Regulation of the Internet. CLIENT ACKNOWLEDGES AND AGREES THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, THAT DELTA HAS NO CONTROL OVER THE INTERNET, AND THAT DELTA IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE COMPLETED WEB SITE OR ANY PART THEREOF.

21. Term Of Agreement. The initial term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of one (1) year. The initial term hereof shall automatically renew for successive one (1) year terms unless either party notifies the other in writing not less than sixty (60) days prior to the expiration of the current term of its intention not to renew. Both the initial term and any renewal term are subject to earlier termination as otherwise provided herein. Either party may choose not to renew this Agreement without cause for any reason. After the expiration or termination of this Agreement, any existing Work Order then still in effect shall continue unaffected and in full force and effect unless otherwise terminated as provided herein or in such Work Order.

22. Term Of Work Order. Any Work Order created under this Master Agreement shall commence immediately upon execution by both parties, and shall continue thereafter as provided in the Work Order.

23. Automatic Termination. Unless Delta promptly after discovery of the relevant facts notifies Client to the contrary in writing, this Master Agreement and all Work Orders will terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against Delta, any assignment or attempted assignment by Delta for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for Delta.

24. Termination For Cause. If either party fails to comply with any of the material terms and conditions of this Agreement or Work Order, the other party may terminate this Agreement and/or any or all Work Orders upon thirty (30) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

25. Termination For Convenience. Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement, or any part thereof, and/or any or all Work Orders, or any part thereof, for convenience, without cause, upon thirty (30) days' written notice to the other party.

26. Return of Materials And Payment. Subject to the terms and conditions of any Work Order, upon the request of Client, and, in any event, upon the termination of this Agreement or any Work Order, Client shall pay to Delta for all work in progress as of the termination date, and Delta shall surrender to Client all work in progress and Deliverable(s) including, without limitation, all memoranda, notes, records, drawings, manuals, and other documents pertaining to the business of Client previously delivered by Client to Delta.

27. Assistance With Transfer of Completed Web Site. Subject to the payment of transfer license fees under Section 16, upon the termination of this Master Agreement, and pursuant to a written request from Client, Delta shall (i) transfer all electronic files and tangible embodiments which comprise the materials owned by or licensed to Client hereunder, (ii) provide written instructions to Client sufficient for Client or Client's designated contractor to transfer and install the Completed Web Site on a Web Server at a third-party Web Site hosting facility and to make the Completed Web Site fully operational, such instructions to include, without limitation, a complete description of the requirements for the Web Server Platform, all Web Server Tools, and Web Page Extensions, and (iii) provide all assistance by telephone and/or email which is necessary for Client or Client's designated contractor to install the Completed Web Site on a Web Server and to interface properly with the appropriate Web Server Platform and Web Server Tools for purposes of making the Completed Web Site fully operational. These

services regarding the transfer of the Completed Web Site shall be charged by Delta and paid by Client in accordance with the applicable Work Order.

28. **Arbitration.** Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Baldwin County, Alabama. The arbitrator shall apply the laws of the State of Alabama, to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

29. **Notices By Personal Delivery, Postal Mail, And Facsimile Transmission.** All notices given in writing shall be effective when either served by personal delivery or by certified or registered mail. All notices given electronically by facsimile transmission shall be effective if the sender maintains a log created at the time of transmission indicating receipt. Further, in order to be effective, all such notices shall be addressed to the contact persons of the parties at their respective addresses or facsimile numbers as set forth on the initial page hereof, or to such other addresses or facsimile numbers as either party may later specify by written notice.

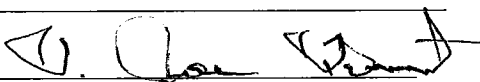
30. **Notices By Email.** Notwithstanding the above provisions regarding notices by personal delivery, postal mail, and facsimile transmission, an electronic mail message sent by one party to the other shall be deemed to constitute an effective notice hereunder only if: (i) the electronic mail message notice prominently states that it is being given under this Agreement and requests an email response acknowledging receipt; and (ii) the responding electronic mail message (a) clearly refers to the specific email message to which it is responding, and (b) includes a copy of the text of such message. Further, in order to be effective, all such notices shall be addressed to the contact persons of the parties at their respective email addresses as set forth on the initial page hereof, or to such other email address as either party may later specify by written notice.

31. **Continuing Obligations.** The following obligations shall survive the expiration or termination hereof: (i) any and all licenses granted hereunder, (ii) any and all limitations of liability and indemnities granted by either party herein, (iii) any covenant granted herein for the purpose of protecting the Proprietary Rights of either party or any remedy for breach thereof, (iv) the payment of taxes, duties, or any money to either party hereunder, and (v) the return of Client materials and assistance by Delta with the transfer of the Completed Web Site.

32. **Miscellaneous.** This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties duly execute below.

**CLIENT:**

By:   
(Signature)

Name. T. JOE FAUST

Title: Chairman

**DELTA COMPUTER SYSTEMS, INC.**

By:   
(Signature)

Name: JOHN ROBERTSON

Title: PRESIDENT

# WEB SITE HOSTING WORK ORDER

## NUMBER 1.

This Work Order shall be governed by the terms and conditions of a certain Web Site Hosting Agreement by and between the parties.

Capitalized terms used in this Work Order and not otherwise defined shall have the same meaning as set forth in the body of the Agreement.

### A. WEB SITE HOSTING SERVICES

1. Client Web Site(s). Delta shall provide and perform the Services in accordance with Section 2 of the Agreement and as specified in this Work Order for the following Client Web Site(s): www.deltacomputersystems.com.

2. Web Server Platform operating system to be provided by Delta: IBM AS-400 OS V4.4.

3. Web Server to be provided by Delta: IBM AS-400 Model 170/2385 or other web servers which, in Delta's reasonable judgment, shall optimize the performance of the Client Web Site.

4. Web Server Tools specifications (to be provided by Delta): None.

5. Web Page Extensions. Specifications for Web Page Extensions to be provided by Delta:

Inquiry to Real Property Assessment and Appraisal

6. Web Pages. Client shall provide all Web Pages required for the operation of the Client Web Site(s).

### B. PAYMENT OBLIGATIONS

1. Charges. Client shall pay Charges to Delta in accordance with the Agreement. Monthly Charges shall be billed at the rate of \$ 500 per month.

2. Purchase Orders. Notwithstanding the content of any purchase order issued by Client, this Agreement shall take precedence over such purchase order, and any conflicting, inconsistent, or additional terms of Client's purchase order shall be null and void.

3. Fees for T&M Services. If Delta provides any services which are not covered by the Charges for recurring Services, such services on a time and materials ("T&M") basis; that is, (i) Client shall pay Delta for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rates for such services shall be Delta's then-current standard rates when such services are provided, the current rates as of the Effective Date being \$75.00 per hour. Delta may require a written Work Order for purposes of specifying the services to be performed. Any monetary limit stated in a Work Order for T&M services shall be an estimate only for

Client's budgeting and Delta's resource scheduling purposes. If the limit is exceeded, Delta will cooperate with Client to provide continuing services on a T&M basis. Delta shall invoice Client monthly for T&M services, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from receipt of invoice.

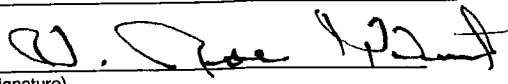
### C. TERM OF WORK ORDER

The term of this Work Order shall commence immediately upon the date of execution by Client, and shall continue a period of one (1) year, after which the term of this Work Order shall continue from month-to-month unless sooner terminated by either party under the Agreement.

IN WITNESS WHEREOF, the parties duly execute below.

CLIENT:

DELTA COMPUTER SYSTEMS, INC.

By:   
(Signature)

Name: T. Joe Faust

Title: Chairman

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# WEB SITE DEVELOPMENT WORK ORDER

## NUMBER 1.

This Work Order shall be governed by the terms and conditions of a certain Web Site Development Agreement by and between the parties.

Capitalized terms used in this Work Order and not otherwise defined shall have the same meaning as set forth in the body of the Web Site Development Agreement.

### A. WEB SITE DEVELOPMENT SERVICES

#### 1. General Specifications for Web Site Development.

1.1 Supported Web Browsers: the completed Web Site shall be compatible with and fully support (i) Netscape Communicator, version 4.0 and higher, and (ii) Microsoft Internet Explorer, version 4.0 and higher.

1.2 Web Server Platform (operating system) specification: IBM AS-400.

1.3 Web Server Tools specifications: Dream Weaver 3 & Fireworks 4.

2. Development Process; Description of Deliverables. Delta shall develop the Deliverable(s) in accordance with the detailed descriptions which are attached to this Work Order.

#### 3. Delivery And Payment Schedule For Fixed Price Billing.

3.1 Schedule. Delta shall deliver the Deliverable(s) on the estimated dates provided below. Upon delivery of the Deliverable(s), Client shall pay the amount indicated to Delta.

Milestone/Deliverable(s)	Due Date	Payment Obligation
Setup and Configuration	30 days	\$2,250
Real Property Export	30 days	\$3,500

3.2 Reimbursable Expenses. Provided that Client gives its prior written consent for specific types of expenses and related terms and conditions, Client shall reimburse Delta for all actual and reasonable expenses required for the rendering of Services hereunder. Such expenses are not included in any monetary limits stated in the Work Order unless expressly itemized.

#### 4. General Payment Terms.

4.1 Taxes. The charges do not include taxes or duties. If Delta is required to pay or collect any federal, state, local, value added, goods and services, or any other similar taxes or duties based on Services provided under this Agreement, then such taxes and/or duties shall be billed to and paid by Client; this shall not apply to taxes based on Delta's income.

4.2 No Deduction or Offset. Invoices shall be paid in full without deduction or offset of any kind.

4.3 Late Fees. Any payment due hereunder which is not received by Delta within forty-five (45) days of its respective due date will bear a service charge of one and one-half (1 1/2%) percent per month, or the maximum charge permitted by law, whichever is less.

## B. TERM OF WORK ORDER

The term of this Work Order shall commence immediately upon the date of execution by the parties, and shall continue for a period of one (1) year, after which the term of this Work Order shall continue from month-to-month unless sooner terminated by either party under the Agreement.

## C. ADDITIONAL SERVICES FOR COMPLETED WEB SITE

1. Maintenance And Support Services. Delta shall provide maintenance and support Services which shall include updating the Completed Web Site with new and/or additional content provided by Client, continuing to test and build links to other Web Sites as provided by Client, and providing answers to questions regarding the operation of the Completed Web Site to Client's technical support contact person. Delta shall be available to return or answer telephone and e-mail support calls, Monday through Friday, excluding holidays, 8:30 am to 5:00 pm Central Time. Fees for maintenance and support services are charged monthly at \$\_\_\_\_, payable in advance. These fees are subject to increase from time to time by notice to Client. Fees for upgrades and updates for the Web Server Platform and Web Server Tools are covered in the fees for maintenance and support.

2. Consulting Services. Delta shall provide to Client consulting Services as requested by Client in writing, including without limitation, services regarding assistance with the transfer of the Completed Web Site. Consulting Services shall be performed only after mutual agreement as to the scope of Services and an estimate of the time and expenses required. Consulting Services, including services for transfer of the Completed Web Site shall be charged at the hourly rate of \$75.00.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

CLIENT:

DELTA COMPUTER SYSTEMS, INC.

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_