



ANNUAL WEB DESIGN CONTRACT

Client: JOHNSON COUNTY GOVERNMENT

Contract Terms and Conditions

Authorization - The above-named Client (hereinafter referred to as Client") is engaging Sagentik, LLC. (hereinafter referred to as "Sagentik"), as an independent contractor for the specific purpose of designing a World Wide Web site (hereinafter referred to as "Web Design Project" or "Project").

The Client hereby authorizes Sagentik to access this account, and authorizes Sagentik and its employees, with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level.

Development - This Web Design Project will be developed using HTML. While Sagentik will make reasonable efforts to design a fully functional web site, however the guarantee does not cover AOL, text-based browsers, browsers in Beta status, or requested special effects that we have advised you against.

Sagentik represents and warrants that the web site we design for you will work in current web browsers using the Gecko, Trident, and Webkit layout engines, as well as future releases of these web browsers.

Accessibility for People with Disabilities - Sagentik's standard is to meet at least half the currently recommended guidelines for web site development. Without sacrificing quality and design, we try to ensure that the content and functions we build into our web sites are available to all visitors. Government websites will meet the minimum requirements for Section 508.

Assignment - Sagentik reserves the right, and you hereby agree, to assign subcontractors, if necessary, to portions or all of this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

Copyrights & Trademarks - The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Sagentik for inclusion in the Web Design Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements.

Web Design Project Copyright - Copyright to the finished graphic artwork produced by Sagentik will be transferred to the client provided all invoices for work performed are paid in full.

Rights to source code, work-up files, and computer software programs are specifically not transferred to the Client at any time and remain the property of their respective owners. Rights to photographic images taken by Sagentik and its subcontractors will be covered under a separate agreement. Copyright to finished written content and photos provided by the client remain the property of their respective owners.

Portfolio - Sagentik and its subcontractors retain the right to display graphics and other elements of the Web Design project as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright & legal statement with a link to Sagentik's Web Site.

Legal Notice - Notwithstanding anything to the contrary contained in this contract, neither Sagentik nor any of its employees or agents warrants that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Sagentik be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the web server or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the internet



ANNUAL WEB DESIGN CONTRACT

Client: JOHNSON COUNTY GOVERNMENT

backbone, of any internet servers, yours or your site visitor's computer or internet software, even if SagentiC has been advised of the possibility of such damages.

Customer support is provided to the Client and Subcontractors of the Client. Support is not provided to the users of the websites. Customer support is provided by email, phone, and online messaging. SagentiC will provide support for normal issues between 9 AM and 5 PM Monday through Friday US/Central.

Pricing & Services - Notwithstanding any prices listed in literature or on websites, the Client and SagentiC agree that the services described in this contract shall be completed for price specified below for every year of service. The Client agrees to pay to SagentiC in full upon execution of this agreement. Payment can be made via check, money order, bank check, credit card, or PayPal. Returned checks or payments will result in a \$30.00 service fee.

Annual payment to SagentiC constitutes a renewal of this contract for an additional one (1) year period.

Annual Web Design / SEO / Hosting Services: \$4000.00 **Due:** OCTOBER (annually)

Domains / Websites Supported:

- johnsoncountytexas.org
- jjaep.org
- johnsoncountyelections.com
- hammcreek.com

Sole Agreement - This agreement constitutes the sole agreement between SagentiC and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and SagentiC. This contract may be canceled at any time by SagentiC or the Client with 30 days written notice.



 ROGER HARMON, COUNTY JUDGE
 JOHNSON COUNTY, TEXAS


11-14-11
 DATE



 KENNY HAFERKAMP, PRESIDENT
 SAGENTIC, LLC

11-14-11
 DATE

ATTEST:



 BECKY WILLIAMS, COUNTY CLERK
 JOHNSON COUNTY, TEXAS

11-14-11
 DATE

