

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into on this _____ day of _____, 2008 (“Effective Date”), by and between Web Art Harmony, LLC (“Web Art”), located at P.O. Box 15, Omaha, Nebraska 68022 and the individual or entity identified on the Statement of Work (“Client”).

Web Art offers web design and graphic design services.

Client intends to hire Web Art to provide certain web design or graphic design services as further described below.

The parties therefore agree as follows:

1. Services. Web Art agrees to perform the services (“Services”) described in the statement of work attached to this Agreement as Exhibit A, and such other statements of work or other written documents as the parties may mutually approve in writing (each such document is hereafter referred to as “SOW”).

2. Deliverables. Web Art agrees to provide Client with the materials described in the applicable SOW (“Deliverables”) in exchange for the fee set forth in the SOW (the “Fee”).

3. Payment. Upon execution of this Agreement, Client agrees to pay Web Art a non-refundable deposit equal to one third of the Fee, provided, however, Client shall have the right to cancel this Agreement within the first 48 hours following execution of the Agreement for a full refund of the deposit. Following payment of the initial deposit, unless otherwise provided in the applicable SOW, Web Art agrees to invoice Client for Services and Deliverables on a calendar monthly basis. With the exception of any amounts disputed in good faith, Client agrees to pay such invoices within ten (10) days of receipt.

4. Completion Date. Web Art and Client will work together to complete the Deliverables within a mutually agreeable timeframe. Client agrees to provide Web Art with all the data, information and materials requested by Web Art to complete the Deliverables. If Client fails to timely provide such materials, Web Art may change the completion date.

5. Ownership of Deliverables. Client acknowledges and agrees that, except for any materials provided by Client, Web Art is the sole owner of all right, title and interest in all Deliverables provided by Web Art pursuant to this Agreement, including but not limited to all rights arising under applicable patent, trademark, copyright, trade secret and other intellectual property laws. Client shall have a perpetual, limited, non-exclusive, transferable license to use the Deliverables within the scope of Client’s business.

6. Warranties and Representations. Web Art warrants and represents that:

- (a) The Services shall be performed in accordance with all applicable laws and regulations.
- (b) The Services shall be performed in a workmanlike and professional manner by personnel having a level of skill commensurate with the requirements of this Agreement.

7. Acceptance of Deliverables. During the Term of the Agreement and at such times as mutually agreed by the parties, Web Art will provide Client with each Deliverable for review and acceptance. Upon receipt of each Deliverable, Client shall review the Deliverable within 3 business days of delivery by Web Art. In the event that Client rejects the Deliverable, Client must provide Web Art with a written statement detailing the reasons for the rejection and Web Art shall have a reasonable period of time to remedy the issues identified by Client. Web Art shall then re-submit the Deliverable to Client for acceptance. In the event that Client fails to notify Web Art in writing of its decision to reject the Deliverable within 3 business days of delivery, the Deliverable shall be deemed accepted.

8. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue unless and until terminated by either party as further set forth herein. Either party may terminate this Agreement or an associated SOW hereunder, without cause, upon thirty (30) days written notice to the other party without penalty, except for any applicable termination fees, or other charges or expenses expressly set forth in the applicable SOW. Either party may terminate this Agreement or an associated SOW hereunder, in the event that the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days after receiving written notice of such breach.

9. Indemnification. Client agrees to defend, indemnify and hold harmless Web Art, its officers, directors, and employees from and against all claims (including reasonable attorney's fees) arising out of any assertion that the materials provided by Client to Web Art infringe the patents, trademarks, copyrights, or trade secrets of any third party.

10. **DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY.** CLIENT ACKNOWLEDGES THAT THE DELIVERABLES ARE PROVIDED ON AN "AS IS" AND "WHERE IS" BASIS. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 6, WEB ART MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND, WITH REGARD TO THE DELIVERABLES OR ANY OTHER INFORMATION, CONTENT, MATERIALS OR PRODUCTS PROVIDED BY WEB ART HEREUNDER. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 6, WEB ART DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTY OF ANY KIND.

WEB ART'S LIABILITY FOR ANY DAMAGES RELATED TO OR ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED EITHER (A) \$500.00 OR (B) THE AGGREGATE AMOUNT CLIENT PAID TO WEB ART PURSUANT TO THIS AGREEMENT, WHICHEVER IS LESS.

11. Independent Contractors. The parties acknowledge and agree that Client and Web Art are independent contractors. Web Art acknowledges and agrees that Web Art is not an agent of Client and that Web Art shall not have the power to obligate or bind Client in any manner whatsoever. Web Art acknowledges and agrees that under no circumstances shall any employee of Web Art be considered an employee of Client for any purposes whatsoever. Web Art acknowledges and agrees that it shall bear sole responsibility for compensating its employees and suppliers and for all applicable federal and state income withholdings. Web Art agrees to comply with all state and federal laws relating to the employment of its employees, including but not limited to providing any applicable workers compensation benefits.

12. Publicity. Web Art shall have the right to identify Client as a customer of Web Art and shall also have the right to link to Customer's web site in order to display the Deliverables provided by Web Art hereunder.

13. Governing Law. This Agreement, including its interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Nebraska.

14. Assignment. Client may not assign this Agreement without the express written consent of Web Art.

15. Waiver. No provisions of this Agreement will be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or any other provision or condition of this Agreement.

16. Severability. If any provision or application of this Agreement shall be held invalid or unenforceable, the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable.

17. Entire Agreement. This Agreement and any associated SOW, constitute the entire agreement and supersede any and all other understandings and agreements between the parties with respect to the subject matter hereof and no representation, statement or promise not contained herein or therein shall be binding on either party. This Agreement may be modified only by a written amendment duly signed by persons authorized to sign agreements on behalf of the parties and shall not be supplemented or modified by any course of dealing or trade usage.

WEB ART HARMONY, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

STATEMENT OF WORK

CLIENT: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT NAME: _____

SIGNATURE: _____

<u>Description of Services</u>	<u>Deliverables</u>	<u>Fee</u>

