

TERMS OF USE AND COPYRIGHT INFORMATION 4g Software LLC

4g Software

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Peachtree City, Georgia 30269
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Client Information:

College Options Foundation

You are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use this site.

Authorization - The above-named Client (hereinafter referred to as "Client") is engaging 4g Software, LLC as an independent contractor for the specific purpose of designing a World Wide Web site (hereinafter referred to as "Web Design Project"), to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer. The Client hereby authorizes 4g Software, LLC to access this account, and authorizes the Hosting Service to provide 4g Software, LLC and its designer, Sara Jane Gard, 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.

General Project Information - 4g Software will retain the copyright to the project as granted under the U.S. Copyright Acts regarding Online Works. The Client will be granted a "license to use" the project. The copyright and license to use details will be further explained in the Web Design Project Copyright section of this document.

The Client understands that 4g Software may act as a reseller of hosting services that may be used in connection with this Web Design Project. The Client is not obligated to use 4g Software's web hosting and may choose their own hosting company. 4g Software will retain all copyright restrictions and full access to the project created by 4g-Software as outlined in this contract regardless of where the project is hosted.

Browser Compatibility - Designing a web site to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. 4g Software represents and warrants that the web site we design for you will work in 96% of browser versions in use at the date of the signing of this contract.

While 4g Software will make reasonable efforts to design a fully-functional web site, 4g Software's warrantee does not cover AOL, text-based browsers or requested special effects that we have advised you against.

Accessibility for People with Disabilities – 4g Software'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.

Assignment of Web Design Project - 4g Software reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

Copyrights and Trademarks of Client Furnished Documents– The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Sara Jane Gard and/or 4g Software 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, and will hold harmless, protect, indemnify and defend Sara Jane Gard and 4g Software and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

Web Site Maintenance – If the Web Design Project is being performed by 4g Software for a flat fee, this agreement allows for free minor web site maintenance for a period of 2 weeks after the site is initially published. The maintenance is limited to an average of one half hour per regular web page, including updating links and making minor changes to a sentence or paragraph. It does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, guestbooks, discussion webs, navigation structure changes or any dynamic content changes. If the Client's Web Design Project includes database access or other dynamic programming then very minor page code changes will be accepted under this web site maintenance plan. Major page code and/or database structural changes will be charged at then hourly rates.

If the Web Design Project is being performed by 4g Software on an hourly-rate basis, then all maintenance will be charged at then hourly rates.

Any design, functionality or programming errors that are caused by 4g Software will be corrected by 4g Software at no cost to the Client.

Completion Date - 4g Software and the Client must work together to complete the Web Design Project in a timely manner. We agree to work expeditiously to complete the Web Design Project typically no later than 30 days after Client has submitted final versions of all necessary materials, but ultimately the timeline depends on the complexity of the project. If the Client does not supply 4g Software with complete text and graphic content for this Web Design Project within 30 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by 4g Software and the contract shall become null and void, at 4g Software's option, unless the Web Design Project is cancelled in writing by the Client prior to 15 days of the effective date of the agreement.

Project Delivery – The final web site design project will be published on the hosting computer upon receipt of the final initial design payment.

Electronic Commerce Laws - If electronic commerce is incorporated into the Web Design Project, the Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Sara Jane Gard and 4g Software and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

Liability for Client-Posted Web Content - Some Web Design Projects have the ability for the Client to maintain website page content via utilities provided by 4g Software. The Client agrees that the Client is solely responsible for complying with any generally acceptable or company/employer suggested procedures and guidelines set in place. The Client will hold harmless, protect, and defend Sara Jane Gard and 4g Software and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's failure to comply with any such procedures and guidelines.

The Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server, Sara Jane Gard or 4g Software. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. It is also understood that 4g Software will not publish information over the Internet which may be used by one party to harm another. The Client agrees to indemnify and hold harmless Sara Jane Gard and 4g Software from any claim resulting from the Client's publication of information or material or use of that information or materials.

Web Design Project Copyright – The Web Design Project is protected under the U.S. Copyright Act. The copyright to the finished web design project produced by 4g Software will be owned by Sara Jane Gard and/or 4g Software. The Client will be assigned rights to use the Web Design Project as a web site once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, design templates, design tools, and computer programs, or any other associated project files are specifically NOT transferred to the Client and remain the property of their respective owners.

The client will retain rights to any layout design provided in entirety to 4g Software. All design concepts, layout and programming created by 4g Software will remain the property of 4g Software.

As protected by the Copyright Act, no part of the Web Design Project, including layout design, may be copied, transferred to, or modified by any party other than 4g Software unless the copyright to the project has been explicitly transferred to the other party by 4g Software or with prior written approval by 4g Software. Any actions to the contrary will constitute copyright infringement.

The Client will notify 4g Software if the Web Design Project ever becomes inactive. In this event, all project files that are copyrighted by 4g Software will be returned to 4g Software and/or removed from all computers where the project files reside.

As long as the Web Design Project is in use by the Client, or resident on any computer, 4g Software and/or Sara Jane Gard will be allowed full access to the full site created by 4g Software.

4g Software reserves the right to remove the Web Design Project from viewing on the Internet in the event the Client violates the terms of this contract or copyright protections.

4g Software and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. All Web Design Projects may contain a copyright/legal statement with a link to 4g Software's Design Services Web Site.

Payments - Payments must be made promptly based on the terms of this Web Site Design Project. In order for 4g Software to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within 30 days of the due date. If an amount remains delinquent 30 days after its due date, an additional penalty of 5% of the currently amount owed will be added for each month of delinquency. 4g Software reserves the right to remove webpages from viewing on the Internet until final payment is made. If collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by 4g Software. Regardless of the place of signing of this agreement, the Client

agrees that for purposes of venue, this agreement was entered into in Fayette County, Georgia, and any dispute will be litigated or arbitrated in Fayette County, Georgia, and the Client hereby consents to the personal jurisdiction of the Georgia State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. All payments will be made in U.S. Dollars.

Payment Schedule - Payment for services provided hereby shall be made in accordance with the conditions contained in this contract attached hereto and made a part of this agreement. Notwithstanding any prices listed in literature or on Web pages, the Client and 4g Software agree that the services described in this contract, shall be **\$TBD** for the basic annual subscription. All amounts must be in U.S. Dollars.

Termination of Services – In the event of termination of the website or relationship with 4g Software, the Client will have access only to text and ORIGINAL graphics that they have submitted to 4g Software for use as site content. Upon termination by the Client or 4g Software, 4g Software will release to the Client any domain name(s) purchased on their behalf for the Web Design Project; however, the Client will be responsible for any transfer fees charged by the domain name registration service and any future fees associated with maintaining the domain name(s). Upon termination by the Client or 4g Software, the Client, at the Client's expense and within 14 days of the date of termination, will destroy or return to 4g Software all copyrighted files resident on any and all electronic media and provide 4g Software with a written statement asserting that all copyrighted files have been returned or destroyed.

A copyright transfer must be negotiated with 4g Software if the Client wishes to terminate the relationship with 4g Software but retain the rights to use the Web Design Project.

Legal Notice - Notwithstanding anything to the contrary contained in this contract, neither 4g Software nor any of its employees or agents, warrant 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 Sara Jane Gard and/or 4g Software 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 Hosting Service 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 backbone, of any internet servers, your or your site visitor's computer or internet software, even if 4g Software has been advised of the possibility of such damages.

This Agreement - This agreement constitutes the sole agreement between 4g Software 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 4g Software. All prices specified in this contract will be honored for 3 months after both parties sign this contract.