

Presented to:
Sample FM-ISDA
Fissure Multimedia
ISDA # fm00-0

THIS IS A SAMPLE FISSURE MULTIMEDIA CONTRACT.

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THIS IS A SAMPLE FISSURE MULTIMEDIA CONTRACT.

Revision:
December 10th, 2002

Project Name: SAMPLE Website (www.SAMPLE_FM001.com)

AGREEMENT as of Date of Proposal, between SAMPLE and Fissure Multimedia, with respect to the creation of certain designs (hereinafter referred to as the "Work").

Whereas, Fissure Multimedia is a professional design firm of good standing; Whereas, SAMPLE wishes Fissure Multimedia to create certain Work described more fully herein; and Whereas, Fissure Multimedia wishes to create such Work; now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

DESCRIPTION:

Fissure Multimedia agrees to complete the following Work to the guidelines set forth in the accompanying Proposal:

SAMPLE Website (www.SAMPLE_FM001.com)

ASSIGNMENT OF WORK: Fissure Multimedia reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion. Fissure Multimedia reserves the right to keep these contacts private and confidential. The disclosure of sub-contractors or designer information is at the sole discretion of Fissure Multimedia.

DUE DATES: Fissure Multimedia agrees to deliver preliminary designs on Date, or within XX days after the signing of this Agreement, or if SAMPLE is to provide reference, layouts, or specifications, XX days after SAMPLE has provided same. Finished Work shall be delivered on Date, or XX days after the approval of preliminary designs by SAMPLE.

Fissure Multimedia will make every effort to meet agreed upon due dates. SAMPLE should be aware that failure to submit required information or materials may cause subsequent delays in the production. Resource material, references, layouts or specification delays could result in significant delays in delivery of finished Work. If SAMPLE delays postpone Work more than XX days of final delivery date, DATE, Fissure Multimedia reserves the right to renegotiate the remainder of the Work to recoup possible losses.

GRANT OF RIGHTS: Upon receipt of full payment, Fissure Multimedia grants to SAMPLE the following rights in the finished Work:

- For use as one individual website.
- For use on an individual website server.
- For use with an unlimited number of domains.
- For an unlimited time period.

With respect to the usage shown above, SAMPLE shall have exclusive rights.

RESERVATION OF RIGHTS: All rights not expressly granted hereunder are reserved to Fissure Multimedia, including but not limited to all rights in sketches, comps, or other preliminary materials. Fissure Multimedia reserves the right to reproduce Work on Fissure Multimedia advertisements and to display a copy of Work on the Fissure Multimedia website.

ADDITIONAL USAGE: If SAMPLE wishes to make any additional uses of the Work, SAMPLE agrees to notify Fissure Multimedia of these actions and give credit or reference where it is required by law, statute or tradition. SAMPLE may not re-sell the aforementioned Work without an additional reseller's contract being agreed upon.

PERMISSIONS AND RELEASES: SAMPLE agrees to indemnify and hold harmless Fissure Multimedia against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of SAMPLE for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

PAYMENT: Payment shall be advanced to Fissure Multimedia in phases as follows. At the time of signing this Agreement, SAMPLE shall pay \$XX,XXX.XX, which is one half of the total proposed fee. On the date of Fissure Multimedia delivery of the final Work, SAMPLE shall pay \$ XX,XXX.XX, the final half of the total fee. Late fees past thirty days will be charged at 1.5% per month. If SAMPLE chooses to notify Fissure Multimedia by phone, fax or email of the acceptance of this agreement the initial payment of \$ XX,XXX.XX must be sent within 2 business days of that notification. All payments must be made in U.S. Dollars by Check, Cashiers Check or Money Order. Special arrangements may be made to accept International Currency on a per-instance basis only. Optional payment plans may be proposed on the accompanying proposal, however all policies toward late fees and international currency still apply. If SAMPLE chooses to accept an alternate payment structure proposed on the accompanying proposal, an agreement must be attached to this contract within 2 days of signing of this agreement and signed by both parties.

FEES: Changes in input or direction or excessive changes will be charged at \$65.00/hour. Fissure Multimedia will make decisions regarding excessive changes, changes in input or changes in direction at its sole discretion. Fissure Multimedia will notify SAMPLE before any work is performed that would result in an additional charge.

ADDITIONAL SERVICES: Any work which SAMPLE wishes Fissure Multimedia to create which is not specified in the PROPOSAL Section of this agreement will be considered an additional service. Such Work shall require a separate Agreement and payment above that specified in this Agreement. If SAMPLE chooses to forgo a separate Agreement for work, SAMPLE will be charged 65.00 an hour for this additional work.

CANCELLATION: In the event that Work is postponed or cancelled at the request of SAMPLE, Fissure Multimedia shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of SAMPLE's notification to stop work. In the event of cancellation, SAMPLE shall also pay any expenses incurred by Fissure Multimedia and Fissure Multimedia shall own all rights to the Work. SAMPLE shall assume responsibility for all collection of legal fees necessitated by default in payment.

REVISIONS: Fissure Multimedia shall be given the first opportunity to make revisions requested by SAMPLE, however SAMPLE reserves the right to make final decisions regarding revisions.

EXPENSES: SAMPLE agrees to reimburse Fissure Multimedia for any of the following expenses necessary in completion of the Work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock photography, Travel, Telephone). Expenses shall not however exceed the total sum of \$100.00 without prior notification in either the Proposal or written (electronically transferred) request with at least 7 days advance notice of the expense.

COPYRIGHT NOTICE: After receiving the final one half of the total agreed upon sum, Fissure Multimedia will grant SAMPLE full copyright rights for the uses mentioned in the above Grant of Rights Section. Fissure

