



# DigitalResource Corporation

Units H-2 & I-2 AGCOR Bldg., 335 Katipunan Ave., Loyola Heights, Quezon City, Philippines  
tel. 433-5614 telefax. 433-5619 e. sales@digitalres.com w. http://www.digitalres.com

## WEB DEVELOPMENT ORDER FORM

URL / Project _____	Date _____
Name _____	E-mail _____
Company _____	Tel No. _____
Address _____	_____

**WEB DEVELOPMENT**

### BASIC PACKAGE

- Up to 10 Pages
- 11 – 15 Pages
- 16 – 20 Pages
- Special Packages \_\_\_\_\_

### ADDITIONAL SERVICES

- Image Scanning
- Forms (Qty. \_\_\_\_\_)
- Weekly Updating
- Daily Updating
- Internal Search System

- JAVA, CGI Scripting
- Copy Writing
- WAP Version
- Others \_\_\_\_\_

Please see the Web Development Service Rates for account details.

Do you require web hosting service for your website?

- YES
- NO

### MATERIALS TO BE SUPPLIED BY CLIENT:

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### PRODUCTION SCHEDULE FEE

MILESTONE / ACTIVITY	RELATIVE DATE	FEE (Php)
Agreement _____	_____	_____
Draft Outline _____	_____	_____
2D / 3D Graphic Studies _____	_____	_____
Test Version _____	_____	_____
Final Delivery _____	_____	_____
<b>Total Production Fee</b>		_____

By signing this Order Form, I agree to be bound by the accompanying Terms and Conditions.

\_\_\_\_\_  
 Client's Signature over Printed Name  
 Date \_\_\_\_\_

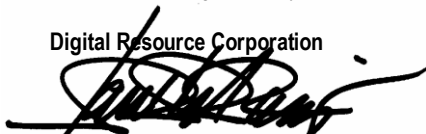
\_\_\_\_\_  
 Signature of DRC representative  
 Date \_\_\_\_\_

**WEB DESIGN and DEVELOPMENT TERMS:**

1. **Time for Payment** - Payment is due at each milestone upon the Client's acceptance of the Deliverables. All invoices are payable within fifteen (15) days of receipt. A 1½ % monthly service charge is payable on all overdue balances. The grant of any license or right of copyright is conditioned on receipt of full payment. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.
2. **Progress Reports** – Digital Resource Corporation shall contact or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development and testing of the Website. Digital Resource Corporation shall inform the Client promptly by telephone upon discovery of any event or problem that may delay the development of the work significantly.
3. **Changes** – The Client shall be responsible for making additional payments for changes in original assignment requested by the Client. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer Digital Resource Corporation the first opportunity to make any changes.
4. **Testing and Acceptance Procedures** – Digital Resource Corporation will make every good faith effort to test all deliverables thoroughly and make all necessary corrections as a result of such testing prior to handing over the deliverables to the Client. Upon receipt of the deliverables, the Client shall either accept the deliverable or make the milestone payment set forth herein or provide Digital Resource Corporation with written notice of any corrections to be made and a suggested date for completion, which should be mutually acceptable to both Digital Resource Corporation and the Client. Digital Resource Corporation shall designate **Mr. Teejay del Rosario** and the Client shall designate \_\_\_\_\_ as the only designated persons who will send and accept all deliverables and receive and make all communications between Digital Resource Corporation and the Client. Neither party shall have any obligation to consider for approval or respond to materials submitted other than through the designated person upon \_\_\_\_\_ day(s) notice to the other.
5. **Enhancements** – Under the maintenance agreement, if the Client wishes to modify the Website, Digital Resource Corporation shall be given first option to provide a bid to perform such enhancements.
6. **Confidence Information** – Digital Resource Corporation acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, as specified by the Client, including all materials containing said information, which are supplied by the Client to Digital Resource Corporation in the course of developing the Website are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of Digital Resource Corporation
7. **Return of Source of Information** – Upon the Client's acceptance of the Final Version, or upon the cancellation of the project, Digital Resource Corporation shall provide the Client with all copies and originals of the source materials provided to Digital Resource Corporation
8. **Ownership and Return of Artwork** – Digital Resource Corporation retains ownership of all original artwork, in any media, including digital files, whether preliminary or final. The Client waives the right to challenge the validity of Digital Resource Corporation's ownership of the art subject to this agreement because of any change or evolution of the law and will return all artwork within thirty (30) days of use.
9. **Copy-Protection** – The Client must copy-protect all final art, which is the subject of this agreement against duplication or alteration.
10. **Alterations** – Any electronic alteration of original art (color shift, mirroring, flopping, combination cut and paste, deletion) creating additional art is prohibited without the express permission of Digital Resource Corporation Further, Digital Resource Corporation shall be given first opportunity to make any alterations required. Unauthorized alterations shall constitute additional use and will be billed accordingly.
11. **Other Operating Systems Conversions** – Digital Resource Corporation shall be given first option at compiling the work for operating systems beyond the original use.
12. **Unauthorized Use and Program Licenses** – The Client will indemnify Digital Resource Corporation against all claims and expenses arising from uses for which the Client does not have rights to or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from the use of graphics programs that require such payments.
13. **Warranty of Originality** – Digital Resource Corporation warrants and represents that, to the best of its knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that Digital Resource Corporation has full authority to make this agreement; and that the work prepared by Digital Resource Corporation does not contain any scandalous, libelous or unlawful matter. This warranty does not extend to any uses that the Client or others may make of Digital Resource Corporation's product, which may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD DIGITAL RESOURCE CORPORATION HARMLESS FOR ALL LIABILITY CAUSED BY THE Client's USE OF DIGITAL RESOURCE CORPORATION'S PRODUCT TO THE EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.
14. **Limitation of Liability** – Client agrees that it shall not hold Digital Resource Corporation or its agents or employees liable for any incidental or consequential damages which arise from Digital Resource Corporation's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Digital Resource Corporation or a third party. Furthermore, Digital Resource Corporation disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.
15. **Acceptance of Terms** – The signature of both parties shall evidence acceptance of these terms.

Consented and agreed to by:

Digital Resource Corporation



Dante C. del Rosario  
President/Managing Director

Client

\_\_\_\_\_  
Client's name

\_\_\_\_\_  
Client's title

Date \_\_\_\_\_