



Work Order for Website Design and Delivery

Date: November 14, 2013
 Client: Camden Spaceport / Camden County
 Address: 200 East 4th Street / P.O. Box 99
 Woodbine, Georgia 31569
 Ph: (912) 576-5601 / Fax: (912) 576-5647
 Contact: Steve Howard
 Project Director: Grace Flantzer (770) 298-9332

Scope of Work:

Design, Editorial, and IT Work needed to deliver a website communicating information regarding the spaceport with the following storyboard:

1. Home Page
2. Why Camden?
3. News Room
4. Progress / Updates / Timeline
5. About Us
6. Contact / Key People/ RFP / Fact Sheet
 With an interactive map functionality

Website

Delivery of designed, coded, functional website

	<u>Extended Price</u>
Initial Design	\$ 2,500
Webpages (Up to 6)	\$ 3,300
Domain Research and Registration	\$ 100 NC
Total	\$ 5,800

Additional Pages \$550/page for ____ pages	<u>NA</u>
Interactive Map Capability @ \$1500	<u>NA</u>
Total:	<u>NA</u>

Monthly Hosting/SEO Support and Maintenance	\$ 250/mo
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TERMS

50% at project start , 25% at design/editorial approval, 25% to go live

Developer: 365 Degree Total Marketing.

By: 
 Name: M. Grace Flantzer
 Title: Director of Interactive Marketing
 Company: 365 Degree Total Marketing

Client
 By: 
 Name: Steve L. Howard
 Title: County Administrator
 Date: 11/24/13

*Signature affirms receipt of legal rights attached



LICENSE AGREEMENT

Background Technology Developer is the owner, licensee or sub-licensee of various pre-existing development tools, routines, subroutines and/or other programs, data and materials that Developer may use or implement in the development of the web site ("Background Technology"). The Background Technology includes but is not limited to those items listed attached hereto and made a part of this Agreement. Developer retains all right, title and interest in and to the Background Technology, and hereby grants Client a non-exclusive license to use the Background Technology only to the extent necessary to use the web site. Client is not authorized to sell or license any Background Technology or rights thereto to any other person or firm.

Intellectual Property Southwinds transfers ownership and copyright of the following electronic documents used in the web site:

Adobe Acrobat (PDF)
Hypertext Markup Language (HTM, HTML),
Cascading Style Sheets (CSS)
Adobe Flash (SWF)
Scripting files (JS, PHP, CGI)
Images (JPG, PNG)
Audio (MP3)
Video (MOV, MPG, MPEG, FLV)
Extensible Markup (XML)

The following electronic documents are considered trade secrets of Southwinds Technologies, and while Southwinds Technologies may allow the Client to use these documents, Southwinds Technologies retains ownership and copyright of these files:

Active Server Pages (ASP, ASPX)
Visual Studio Scripts (VB, C, VBA)
Adobe Flash (FLA)
Adobe Photoshop (PSD)
Adobe Illustrator (AI)
Adobe Indesign (INDD)

LEGAL AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on September 9, 2013, between 365 Degree Total Marketing. ("Developer"), with its principal place of business located at 153 Follins Lane, St. Simons Islands, Georgia, 31522 and Camden County Government - Spaceport, with its principal place of business located at 200 East 4th Street / P.O. Box 99, Woodbine, Georgia 31569 (Ph: (912) 576-5601 / Fax: (912) 576-5647) and shall be effective upon signature.

RECITALS WHEREAS, Developer is engaged in the business of the design and implementation of Internet web sites, WHEREAS, Client desires to retain Developer for the design and implementation of the web site set forth herein, NOW THEREFORE, Developer and Client agree as follows:

1. **Scope of Services** Developer agrees to design and implement a web site for Client in accordance with the specifications set forth in "Exhibit A" (the "Statement of Work").
2. **Price and Payment Terms** Client will pay Developer for the Development Services according to the terms and time frames for completion set forth in "Exhibit A".
3. **Term and Termination** Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of the Development Services. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Developer for all Development Services performed up to the date of termination. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.
4. **Ownership of Intellectual Property** To the extent that Developer has received payment of compensation as provided in this Agreement, Developer hereby assigns to Client all right, title, and interest in any intellectual property created or developed by Developer for Client under this agreement.

Developer has licensed to client certain intellectual property for use in the development of the Web Site that is the subject of a certain license agreement that is attached hereto as "Exhibit B" and incorporated herein by reference. Except as provided in the attached license agreement, and to the extent that Developer has received payment of compensation as provided in this Agreement, Developer hereby assigns to Client all right, title, and interest in any other intellectual property created or developed by Developer for Client under this agreement.

5. **Confidential Information**

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of the Development Services.

B. All information relating to Developer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of six months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer Developer warrants that the Development Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Limitation of Remedies Client's sole and exclusive remedy for any claim against Developer with respect to the quality of the Development Services will be the correction by Developer of any material defects or deficiencies therein, of which Client notifies Developer in writing within sixty (60) days after the completion of that portion of the Development Services. In the absence of any such notice, the Development Services will be deemed satisfactory to and accepted by Client.

8. Limitation of Liability In no event will Developer be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Development Services, whether in contract, tort or otherwise, even if Client has advised of the possibility of such loss or damages. Client further agrees that the total liability of the Developer for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Developer, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Developer for the Development Services during the twelve (12) month period preceding the date the claim arises. Client will indemnify and hold Developer harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Developer therein, arising out of or in conjunction with Client's performance under or breach of this Agreement. Client warrants and represents that it is the rightful owner or licensee of all content that it may provide to Developer for implementation on the web site. Client will indemnify and hold Developer harmless against any claims for infringement of intellectual property, including but not limited to infringement of any copyright, trademark, patent or trade secret made against Developer by any third party.

9. Relation of Parties The performance by Developer of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Developer and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Georgia. The arbitration will be held in Glynn County. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

14. Severability If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

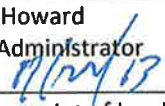
17. Entire Agreement This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as signed on the preceding work order.

Developer: 365 Degree Total Marketing.

By: 
 Name: M. Grace Flantzer
 Title: Director of Interactive Marketing
 Company: 365 Degree Total Marketing

Camden County Government - Spaceport

By: 
 Name: Steve L. Howard
 Title: County Administrator
 Date: 

*Signature affirms receipt of legal rights attached