

ABACUS GRAPHICS ACCOUNT MANAGEMENT & BILLING POLICIES

1.1 All clients are required to maintain accurate contact information including a regularly checked e-mail address. Abacus Graphics will use the e-mail address for online billing and general information purposes. Abacus Graphics will not share client information with any third party as outlined in our Privacy Policy.

1.2 Abacus Graphics will provide services to those clients who consistently pay on time and follow the billing policies. Below are our billing policies.

Abacus Graphics will charge by the hour for design, coding for the Web and other creative or project management services according to our hourly rate schedule—which currently is as follows:

Consulting \$180.00

Design \$130.00

Production \$100.00

Website Coding \$125.00

Management & Support Services (MSP) \$85.00

Web General \$65.00

NOTE: Our rate schedule is subject to change without notice.

For work orders, quote agreements completed, and advanced support time Abacus Graphics will send an invoice to the client for services provided.

1.3 Client agrees to reimburse Abacus Graphics for all expenses and applicable sales tax incurred by Abacus Graphics and approved by the Client for design, production, manufacturing, Internet or any other related expenses. In some instances, Abacus Graphics may require that the Client make payments in advance or before delivery.

1.4 Upon receipt of full payment, Abacus Graphics grants to the Client unlimited usage rights to the designs created by Abacus Graphics for the Client. The unlimited usage rights transferred by Abacus Graphics to the Client are expressly for the original use intended only. All rights not expressly granted are reserved by Abacus Graphics, including but not limited to all rights in sketches, comps, working files, or other preliminary materials created by Abacus Graphics. The Client agrees to pay Abacus Graphics in full for all time and expenses before Abacus Graphics releases any completed designs.

Upon Abacus Graphics' receipt of full payment, any final project materials delivered to the Client shall become the property of the Client. If the project calls for additional services to be provided by other professionals (i.e. photographers, illustrators, etc.), there may be issues and options available to the Client regarding ownership of the originals. Abacus Graphics will inform the Client of these issues and the options available to them as needed.

Standard credit lines in the name of Abacus Graphics (i.e. Design by Abacus Graphics), or other possible professionals (i.e. photographers, illustrators, etc.), shall accompany the design whenever appropriate.

1.5 Abacus Graphics shall be given the first opportunity to make any revisions requested by the Client. If the revisions are not due to any fault on the part of Abacus Graphics, an additional fee shall be charged. If Abacus Graphics objects to any revisions to be made by the Client, Abacus

Graphics shall have the right to have their name removed from the published design.

- 1.6** Past due website accounts will be suspended on the 15th day of the month. A \$100.00 reactivation fee will be charged to reactivate suspended accounts.

Accounts 30 days or more past due may be subject to interest at the rate of 1.5% per month until paid in full. On the last business day of the month, suspended website accounts are deleted. When an Internet account is deleted, all e-mail, Web pages or any other data on the servers will be lost and will not be recoverable.

Abacus Graphics assumes no responsibility to save for Client, archive for Client or deliver to Client any digital and/or data files deleted for non-payment. To reactivate service, Clients of deleted accounts must bring past due balances, including interest and collection fees current before signing up as a new Client.

- 1.7** Client may cancel this agreement or other service at any time with a 30-day written notice. If written cancellation notice is not received then the service term will renew automatically. Written cancellation requests may be in the form of postal mail, fax, or by sending an e-mail to jrw@abacusgraphics.com.
- 1.8** No refunds on designs completed or other outside professional services agreed to by Client and completed by the professional including Abacus Graphics. No refunds on setup and programming fees. No refunds on SSL Certificates or Domain Name registrations or renewals. No refunds for services terminated due to violations of our "Terms, Conditions and Acceptable Use Policies" or "Account Management and Billing Policies." No prorating or refunds for Clients voluntarily canceling monthly, quarterly or annual accounts prior to the expiration of the term—the only exception being for Website hosting fees paid annually in advance, which will be prorated for any full months not used (no refunds for partially used months of hosting). In certain cases, a project may be cancelled before it has started. Refunds will only be given to accounts in good standing.
- 1.9** If an already billed amount is disputed, Abacus Graphics will make every effort to resolve the dispute in a timely manner. However, the full balance of the bill must still be paid in full by the due date while resolution is pending. Any credits issued due to the client once the dispute has been resolved will be applied to the next month's invoice.

- 2.0** Recap of key billing dates:

- Hosting fees are due annually.
- All other recurring subscription services are due on the subscription renewal date.
- On the 15th, Service is automatically suspended for Overdue Accounts (including Websites).
- On the last business day of the month, Suspended Accounts are deleted (including Websites).
- 30-days written notice prior to the subscription renewal date is required to cancel.
- Thawte© SSL Certificates for Websites must be renewed on the date of purchase annually.