Web Development Agreement

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WEB DEVELOPMENT AGREEMENT

(Revision 2016.11.25)

To view each section, click the section title you which to view to show the text. You may print a copy by clicking the print icon on the upper right-hand side of this page.

SERVICES AND OWNERSHIP

Developer will develop and host a website for User which is database driven and update-able by User on selected pages and developed according to the attached "Description". User will have all rights to ownership of any web pages which are created by Developer specifically for User after all payments have been made for the product. No refunds will be given by Developer on custom development tasks & projects.

WARRANTY OF TITLE AND INDEMNITY

User must provide Developer with all content for the website. Content is defined as copy for text, photos and logos (unless logo design is part of the package, which will be noted in services).

Any content that Developer must obtain will incur additional charges; most stock photography will be at a cost of $10 per photo (non-photo/vector graphics which must be manipulated will incur a cost of $25 per image) which is approved in a proof unless otherwise noted in an email or verbal acceptance is given by User before the stock art is purchased for User by Developer.

If applicable, video and/or special media files must be provided by User in the format accepted by the third party host for the files. Developer will not host video or special media files unless specifically noted in the Website Plan/Detailed

will incur extra charges at $50 p/hr.

Any database development outside the scope of this contract will be billed at a rate of $100 p/hr. Any extra time spent designing or developing website will be billed if full contract is not fulfilled by Client. Developer prices are subject to change without notice.

User warrants that all text, graphics, photos, design, trademarks, mailing lists or other material provided by User to Developer for design of said web site are owned by or licensed to User for use therein and may be lawfully used on the Internet. User will indemnify and hold Developer harmless from any costs, expenses (including reasonable attorney's fees) or liability arising from any claim that such materials infringe the intellectual property rights of any third party.

Developer recognizes that any customer list provided by Client and/or collected through the online registration and account creation process belongs to Client and that Developer will not share, sell or use any portion of Client's customer list for any purpose other than instructed by Client.

⊟ ACCEPTANCE & REVISIONS

User is required to answer questions and possibly fill out online, digital & written forms to provide Developer with information needed to develop web site.

- The information collected from these forms will determine the visual look and content of the website. If the requested information is not submitted by Developer's deadlines, Developer has the right to design the website based on Developer's market research of User's industry/business.

- Developer allows for an allotted number hours of design / layout / consultation time for the home page initial proof. This time also includes any consultation in person, via telephone or email with Client. Usually, if more than one home page proof is required, the time limit will be exceeded. Client will be billed at a rate of $85 p/hr. for any extra time spent on additional home page proofs.

- The home page design proof will be sent to user for approval or revisions. Once revisions are made (if applicable) and home page is approved, link page design & data entry will take place. User is allowed an allotted number of hours of initial data entry (noted on agreement).

development, site will be published to Internet for User to view and approve all elements.

- If no response or remaining page content is received within 30 days of final approval link being sent by Developer to User, the website will be made live on the Internet with coming soon on any pages that are lacking information. This is for the purpose of search engine optimization and submission.

For website optimization purposes, Developer will email a list of recommend key phrases for User to approve. User will have two business days to approve or make changes to the key phrase list. If no response is received by the deadline, Developer will use key phrases and new key phrases can be added in the future if User requests (this process will incur additional fees). Optimal key phrase success for one page of a website is two to three key phrases. The submissions included in this contract are not paid submissions (i.e. paid directly to the search engines.).

Detailed descriptions are provided to the best of our ability within this contract and the "Description" page. Any changes or additions (to User's website or the WC3 CMS) which are added after the contract is signed and are not listed on the original "Description" will be invoiced separately. The website will be designed for optimal viewing at the 1920 x 1080 monitor resolution. The website will be developed based on the standards of the most recent version of Google Chrome. Developer will test (but cannot guarantee performance) in Internet Explorer and older versions of IE as well as Mozilla Firefox for cross browser performance and troubleshoot issues that can be solved within a reasonable amount of time based on the time allowed in the proposal.

For the sole purpose of preventing undue delays that keep the project from meeting targeted deadlines, all proofs must be reviewed and revised or approved by User within five (5) days of delivery or the deliverable proof will be deemed approved and the project will continue as specified in the former paragraph. If there are client specified deadlines, any material needing approval must be revised or approved within 24 – 48 hours of receipt by User, depending on the time constraint imposed on Developer.

Completion date is defined as the date that Developer estimates the development of the website and data entry included in the initial proposal will be

phrases for our clients. If Client makes requests for (but not limited to) elements like a splash page, changes to page names and titles or alt tags, removal of the bottom navigation bar and other methods involved in Developer's confidential and proprietary search engine optimization techniques, Developer will not be responsible for the outcome of Client's search engine rankings. If such requests are honored by Developer, Client will incur additional fees based on actual development time for any extra optimization that will be required to attempt to improve search engine rankings, which are not guaranteed.

After the installation of any completed web site on the Internet, User may request Developer, in writing, to perform any changes with respect to the site for additional fees.

DEVELOPER'S WC3 CONTENT MANAGEMENT SYSTEM

Website pages which are editable through the CMS (Content Management System) are labeled as "Updateable by Client – Dynamic" on the "Description" attached to this contract. This excludes the navigation system (unless included in Special Notes), background image that extends outside the editable area of each page and certain information on the home page.

WC3 (the Content Management System) is built on the WordPress core CMS platform with various customized features. User must understand and agree to the following facts, terms and conditions:

Developer has not sold any software to User. Developer is leasing its WC3 Content Management System to User to be used to update certain pages of User's website on the Internet.

Developer allows User to upload User's information and images to User's website, using our WC3 Content Management System. However, User must first agree to the following rules:

User may not upload anything that:

(a) may be considered as deceptive advertising, defamatory, libelous, lewd, obscene, racist or threatening in nature

Any material deemed to be of this quality is subject to removal at Developer's discretion.

User may not send the following types of emails through the WC3 Content Management System:

(a) spam, soliciting or deceptive emails, or other unwanted emails using our software to send emails to people that have not knowingly joined User's email list or have not purchased User's products or services online.

Further Clarification: Developer's WC3 Content Management System is a Client/Server system, which means that all software code remains on Developer servers at all times. User is leasing our system for use in updating User's website and selling User's products or services. Developer does not allow for the resale or reuse of our WC3 Content Management System or the source code by customers or anyone else except to run the Client website described in this contract agreement.

Developer will provide a secure, password-protected web interface from which User may update certain pages and products as well as retrieve orders placed. If User's password is compromised, User agrees to contact Developer immediately to change User's password. Failure to do so may cause problems with User's website that Developer will not be held responsible for.

After final payment of development services, User will own all rights to graphics and page layouts created specifically for User or User's company.

Pages/Sections that are *Updateable by Client* are defined as sections of the website set up on the CMS including listings, products, events and the content area that is editable with the back-end WYSIWYG editor. This type of content editing is limited to the ability of the editor.

FTP access is not included with the WC3 Content Management System due to the complicated technical nature of the content located on the FTP site. **WE DO NOT RECOMMEND FTP ACCESS**for this reason. However, if FTP access is requested by and provided to User (there is a set up cost for this) User must abide by all of the terms and conditions included in this agreement and User's contract. Developer will not be responsible for any damages, lost data or downtime caused by access to the FTP site. User will be waiving User's right to

previous versions of Content Management Systems when they are outdated and no longer function properly with other updated technology.

User may host website on servers other than those of Developer upon the following conditions. User will be provided with any html, php, or css source files required to operate website, as well as the source code for the WC3 CMS, excluding any third-party plugins and licenses that we are not allowed to redistribute. User will be responsible for providing hosting that supports the requirements of the WC3 version User's site is built upon. Along with hosting, User will be responsible for initial configuration and maintenance of the web server. This will include setting up the proper hosting environment, purchasing theme and plugin licenses where applicable, as well as setting up all required database tables.

We offer no guarantee that websites managed with WC3 will work in any hosting environment not owned and managed by Professional Networks Inc. User assumes all risks and responsibilities associated with managing User's own server environment(s).

All applicable development fees are non-refundable.

TRAINING

An allotted number of hours of training for training people at Professional Networks, Inc. Galax office or via telephone/remote for WC3 CMS data entry to be provided as part of agreement (please see your contract for actual hours allotted). The training must be completed in one session. Any leftover time will not be carried over. Extra training the day of scheduled training or afterward via telephone is available at a rate of $50 per hour. The training must be completed within 90 days of the website live date or training will incur additional charges. Online help files will be available through the CMS.

REMOTE TRAINING: Developer also offers remote training where remote desktop can be used to login to Client's computer and guidance will be given by Developer via telephone while training Client.

ECOMMERCE / CREDIT CARD NUMBER SECURITY

websites, it is the Client's responsibility to ensure no credit card numbers are stored on their site.

HOSTING CONTRACT TERM

The hosting contract will be in effect for a period of twelve (12) months from the date that the site is launched and hosted on the Internet.

FEES AND TERMS OF PAYMENT

Development charges:

The total development/design cost for website will be the designing cost which is outlined in your physical copy of your contract.

Payment terms are 50% of total cost due upon order placement (cost is outlined in your physical copy of your contract), remainder due within fifteen (15) days of completion date of web site (completion date is the date that the Developer finishes the set-up and publishing of all of the pages of the website, less any content that Developer is waiting on the Client to provide). Upon approval of any leasing contract via a third party, payment schedule will be determined at that time.

Hosting/Email/Search Engine Submission charges:

The hosting charge for the website outlined in your physical copy of your contract. Billing will begin date site is launched or 30 days after the first proof is sent, whichever is first. This fee includes up to 1024 MB of hosting space (for storage of non-critical website files such as videos, text, images, and music files) and up to 60 GB data transfer per month on Developer's servers. The email storage limit is 1 GB per email address (if this option is chosen). Developer reserves the right to change the hosting charge if any additional database hosting or excessive data transfer and/or concurrent visitors are incurred at a later date. In reference to any hosting/maintenance cancellations after the initial contract terms have been filled, a website hosting cancellation form (to be obtained from Developer) must be submitted no less than 30 days prior to the service/website being taken off-line and invoicing to cease.

will be fined at a rate of $20 per recipient per message. PRONETS also forbids the sending of mass email to opt in mailing lists in excess of 20 recipients per 24 hours.

DNS and Domain Name Registration Charges:

The Lifetime DNS setup fee is included in the development fee for one domain. Additional DNS setups will be $35. One domain name registration/renewal is included in the development fee. Additional domain name registrations and future domain name renewals will be $35 per year, per domain and billed upon completion (see note below). Although the Administration and Technical contacts on the domain name account are Professional NeTworks Inc. (for domain maintenance purposes), user retains ownership of domain name. A domain redirect points the secondary domains to the main domain. Domain redirects for any additional domains will be a one time fee of $20 each. Where applicable, future secure site certificate registrations and renewals will be $110 (which is the current fee, but may change in the future) and must be renewed yearly.

All domain names registered by Developer for Client will automatically renew yearly unless cancelled by User (in writing) at least 30 DAYS PRIOR TO THE RENEWAL DATE. If it is a new domain name it will initially be reserved on the contract signing date and renew according to this date. If it is a transferred domain name, it will renew according to the transfer date. Domain names will not be renewed for websites cancelled due to non-payment.

If the Client becomes more than 90 days delinquent on hosting fees, resulting in the website being disabled, Developer reserves the right to allow the domain name registration and/or secure site certificate to expire.

Note: The normal domain name transfer fee is $35, however, since Developer has no control over a domain name registered to an individual or another company until the transfer process is complete, we cannot guarantee how smoothly the process will flow. Therefore, if we experience difficulty in the transfer (example: User's current webmaster is unwilling to comply, we have to do research to find the current registrar because User does not know who it is, etc.) The additional fee will be charged at a rate of $85 p/hr. for the transfer depending on the time spent on the task.

and add functionality on your site, and must be kept up-to-date to ensure the security of Developer's sites and servers.

SECURITY

Developer assures the security of our hosting platform by attempting to comply with relevant standards and best practices for security, where possible.

To assure the security of our platform we have implemented the following measures:

- Our live websites are hosted on and served from a network of off-site servers.
- These servers are housed in secure data centers based in the U.S.
- The data centers our servers are housed in meet the PCI-DSS Level 1 service provider standards, meaning
    - Physical security has been implemented to limit physical access to the servers and infrastructure
    - Network infrastructure (routers and switches) are secured
    - Access by data center employees is controlled and logged
- Our website hosting implements the following practices to ensure security
    - Each site has a unique password-protected database
    - Administrator-access to the websites is controlled and requires authentication
    - Our servers are configured according to relevant security standards and are kept up-to-date with the latest security patches where possible
    - Our web software is kept up-to-date with the latest versions of software where possible.

Due to the volatile nature of technology, security can never be guaranteed, but by following relevant standards and keeping our platform up-to-date we ensure that our servers are as secure as they can be.

database and static web sites development.

Developer reserves the right to discontinue services if the User fails to make payment for development or hosting within the terms of the contract.

Client will be obligated to pay 18% interest on any outstanding balances as a result of defaulting on this contract or any payments (even out of contract) for web services rendered by Developer. Client will be obligated to pay any court costs as a result of Developer seeking court proceedings due to non-payment of account balance.

Previous Revisions

2016.08.09

2014.03.10

2012.05.01