

## VALUE WEB DEVELOPMENT AGREEMENT

Imaginary Friends Design Studios  
2511 E 24th St. STE A | Yuma, AZ 85365

### OVERVIEW:

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

### MORE TO THE POINT:

Your company located at above address ("You" or "Your") are hiring Imaginary Friends design studios ("We or Us") to Design and Develop a New Web Site ("Services") that has list of services agreed to on Amendment A, which may include:

Home Page w/ Slider	Heat Map Integration
Services Page	Google Analytics Integration
Product Page	Newsletter Functionality
Gallery Page	Restricted Access
Contract Page w/ Email Forms	Free SSL

If You decide the Services aren't exactly what You are looking for, don't worry because We can change the scope of the Services for You at any time. To update the scope of Services all You have to do is let Us know what You would like to change by filling out a simple form called a Change Order. The Change Order will explain what You want Us to do differently. If the new Services are going to require a bit more work for Us, then both Parties will have to agree in writing to an updated cost for the Services. For the initial estimated total price of \$799 outlined in our promotion. Of course it's a little more complicated, but we'll get to that.

### WHAT DO BOTH PARTIES AGREE TO:

As the client, You agree:

- You have the power to enter into this contract on behalf of Your company or organization.

- Coordination of any decision-making with parties other than Us
- To provide Us with everything We need to complete the project including text, account credentials, images and other information as and when We need it, and in the format that We ask for.
- To review work, provide feedback and sign-off within agreed timescales.
- To be bound by any dates that We set together for deadlines.
- To stick to the payment schedule described at the end of this contract.

As the developer, We agree:

- We have the experience and ability to perform the services You need from Us.
- We will carry this service out in a professional and timely manner.
- We will respect the confidentiality of any information You give Us.
- We will endeavor to meet all the deadlines set. We can't be responsible for a missed launch date or a deadline if You have been late in supplying materials or have not approved or signed off work on-time at any stage.

## GETTING DOWN TO THE NITTY GRITTY:

### 1) Design

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (color, texture and typography.) We call that atmosphere.

You'll have plenty of opportunities to review our work and provide feedback. We'll either share a Adobe Creative Cloud or Send Now link or development site with you and We'll have regular, possibly daily contact.

We will provide any design support necessary to complete the design of the site, fully develop the site, and implement a custom back end so that You can continue to maintain the site on Your own in the future. If You need web site updating maintenance support, we can provide a separate estimate for that.

If, at any stage, You change Your mind about what You want to be delivered and are not happy with the direction the work is taking You can initiate a termination of contract agreement, there is no guarantee of any refunds of money.

### 2) Text Content:

Unless agreed separately, We are not responsible for inputting all text or images into

Your content management system or creating every page on Your website after the initial client informational submittal packet. If further content is needed We provide professional copywriting and editing services, so if You would like Us to create new content or input content for You, We can provide a separate estimate for that.

### 3) Graphics & Photographs:

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. We may choose to use digital stock libraries to support the site. If a specific image is requested it will need to be provided or if You would like Us to search for specific photographs for You, We can provide a separate estimate for that.

### 4) HTML, CSS and JavaScript:

We deliver web page types developed from HTML markup, CSS stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviors.

### 5) Browser & Mobile Browser Testing:

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. We will also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. We will not test in other older browsers unless We agreed separately. If You need an enhanced design for an older browser, We can provide a separate estimate for that.

Mobile browser testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our designs in:

iOS 13: Safari, Google Chrome Android, Google Chrome on Android Emulator

We will not test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless We agreed separately. If You need Us to test using these, We can provide a separate estimate for that.

### 6) Technical Support:

This contract does include 1 year of basic web hosting. You will have access to create 5 email addresses, 10 email aliases, and when the year ends continued service maybe had at \$15 / month or \$120 / year. . If You need CMS Management support, We can provide a separate estimate for that.

### 7) Maintenance and Security:

We do not automatically include support for any type of maintenance. We offer and include a backup and security tool that You must maintain updates for after the final design is completed. We are not liable for any hacking or intrusion to the site or CMS used. If You need maintenance on backups and security support, We can provide a separate estimate for that.

#### 8) Search Engine Optimization (SEO):

We don't guarantee improvements to Your website's search engine ranking, but the web pages that We develop are accessible to search engines. If You need comprehensive

and monthly SEO support, We can provide a separate estimate for that.

#### 9) Changes and Revisions:

We don't want to limit Your ability to change Your mind. The price at the beginning of this contract is based on the number of hours that We estimate We will need to accomplish everything You have told Us You want to achieve, but We are happy to be flexible. If You want to change Your mind or add anything new, that will not be a problem as We will provide a separate estimate for that additional time.

It is Your responsibility to check proofs, comps, and other deliverables carefully for accuracy in all respects, ranging from spelling to technical illustrations. We are not liable for errors or omissions.

#### LEGAL STUFF:

We will carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, We can not guarantee that work will be error-free and so We can not be liable to You or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if You have advised Us of them.

Your liability to Us will also be limited to the amount of fees payable under this contract and You will not be liable to Us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if We have advised You of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

#### INTELLECTUAL PROPERTY RIGHTS:

Just to be clear, "Intellectual Property Rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks,

get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world. First, You guarantee that all elements of text, images or other artwork You provide are either owned by Your honest selves, or that You have written permission to use them. When You provide text, images or other artwork to us, You agree to protect Us from any claim by a third party that We are using their intellectual property.

We guarantee that Your secrets are safe with Us. This includes proprietary information (things like trade secrets, know-how, or any other information that is not publicly available). We promise that We won't sell Your proprietary information to a third-party, no matter how much money or Scotch they offer Us. Furthermore, all elements of the work We deliver to You are either owned by Us or We have obtained permission to provide them to You. When We provide text, images or other artwork to You, We agree to protect You from any claim by a third party that You are using their intellectual property. Provided You have paid for the work and that this contract has not been terminated, We will assign all intellectual property rights to You as follows:

You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We will own any intellectual property rights We have developed prior to, or developed separately from this project and not paid for by You. We will own the unique combination of these elements that constitutes a complete design and We will license its use to You, exclusively and in perpetuity for this project only, unless We agree otherwise.

#### DISPLAYING OUR WORK:

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

#### IS IT DONE YET?:

We will make an attempt to provide updates weekly to You through out the duration of the project. When We request more information, data or feedback, we expect it within 10 business days. We understand that You can get busy and may not be able to reply timely. Every 10 business days that have passed from the request of information We

will send an invoice for 10% (\$79) of the initial contract to continue work on this project. This may happen up to 5 times, and upon invoicing of the 5th time our obligation to complete this project has come to an end. To Re-Start the project all past invoices will need to be paid as well as a \$199 re-start fee.

#### PAYMENT SCHEDULE:

We are sure You understand how important it is as a small business that You pay the invoices that We send you promptly. As We are also sure You will want to stay friends, You agree to stick tight to the following payment schedule.

100% of Promotion Price - \$799 due upon signing of contract

Payment for Change Orders due upon acceptance of new terms

We issue invoices electronically. Our payment terms are 15 days from the date of invoice. All proposals are quoted in USD and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds, if applicable. The appropriate bank account details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of 5% per month or part of a month.

#### BUT, WHERE IS ALL THE HORRIBLE SMALL PRINT:

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.

We both agree that We will adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious. Choice of Law and Venue. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Arizona including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within state court in Yuma County, Arizona.

#### NOTICES:

All notices under this agreement should be sent by either email with return confirmation

of receipt, or certified snail mail with return receipt requested.

Imaginary Friends design studios

2511 E. 24th St. STE A

Yuma, Arizona 85365

hello@neversee.me

**FINAL REVIEW:**

You will have 5 business days to respond to request for final review. If no response is given We will publish the web site and make it live, request time to schedule web site walk through education. The walk through should be completed within 2 weeks of Your web site going live. If not training will be provided at Our standard hourly rate.