WEBSITE DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on MONTH XX, 2013, between YOUR COMPANY ("Developer"), with its principal place of business located at YOUR ADDRESS and CLIENT COMPANY ("Client"), with its principal place of business located at CLIENT ADDRESS and shall be effective as of EFFECTIVE DATE (the "Effective Date").

**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 B" (the "Statement of Work").
3. **Term and Termination**

Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of the Development Services. Either party may terminate this Agreement without cause upon seven (7) 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. In the event of termination by Client without cause within the first fifteen (15) days of project execution, Client agrees to pay Developer thirty (30) percent of the contract amount in addition to 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 seven (7) 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**
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 C" 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. Client hereby grants to Developer authoring and portfolio rights for the Website; specifically to place a “designed by” logo on the bottom of each page of the Web Site as well as unrestricted use of the Website in the Developer’s portfolio and marketing collateral.
5. **Confidential Information**
6. 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.
7. 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.
8. These obligations of confidentiality will extend for a period of one (1) year 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.
9. **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.
10. **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 thirty (30) 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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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 Colorado. The arbitration will be held in Colorado. 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.
16. **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.
17. **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.
18. **No Wavier**

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.

1. **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.

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| --- |
|  |

Developer: Your Company
Your Name, Position

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| --- |
|  |

Client:

EXHIBIT A: STATEMENT OF WORK

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

Project Background

ABCDEFG.com is the first online rating website where volunteers, interns and employees can rate the nonprofits they have worked for. This endeavor will attempt to bring clarity and accountability to the nonprofit industry by collecting and analyzing information on the industry as a whole.

Deliverables

Subject to timely payment, the deliverables described hereafter (the "Deliverables") will be provided to Client in final form upon completion of the tasks described in this Statement of Work. Preliminary or draft versions of these Deliverables will be made available to Client for review during the course of the Project.

1. Architecture wireframes
2. Design comps
3. Schematic prototype
4. Web application

Scope

**Design**

Basic Branding

Create five (5) logo concepts.

Design concept

Create two (2) concepts for each design comp.

**View Ratings**

Summary Page

Information based on IRS business master file.

User contributed ratings and comments fragmented by user type.

Email Communication

Visitors can send messages to rating contributors.

Messaging will be done via email and will not be tracked by the web application.

Index Requests

Users can request the addition of an organization not in the index.

Users can request an update to an organization’s information.

Index requests will be managed with a web based control panel.

Search

Text based searching of organizations will be facilitated by Google CSE.

The following constraints will be exposed for filter based searching of organizations:

* Size: revenue, employees
* Geographically: state, zip code radius
* Status: rating
* Market: code

Text based searching and filter based searching cannot be executed in the same operation.

**Submitting Ratings**

User Types

Users can contribute as one of the following types:

* Intern
* Employee
* Volunteer
* Donor

Ratings

Each user type will be asked a unique set of questions when collecting rating data.

A range of 7 to 10 questions will be asked.

Comments

Users will be required to submit an essay style comment with the rating survey.

Comments will be classified as one of the following:

* Positive
* Neutral
* Negative

Restrictions

Users can only submit one rating per organization in a 180 day period.

Users cannot edit their ratings after submission.

**Membership Services**

Access

Users must register and be logged in to have access to:

* Submitting ratings
* Email communication
* Index requests

Security

Users must verify their email address before gaining access to member only services.

Multiple account registration will be combated with cookies and IP logging.

Account

Users will have the ability to update their:

* Personal profile
* Login credentials

Users will have access to a “my ratings” page which list the ratings contributed by them.

**Blog**

The WordPress blogging platform will be used.

**Ad Serving**

The Ban Man Pro ad serving platform will be used.

**Administration**

Organization

Profiles and ratings will be managed with a custom built control panel.

Functionality for adding, updating, and deleting profiles and ratings will be exposed.

Records will be presented in a grid view with search, filter, sort, and page functions.

Users

Contributors will be managed with a custom built control panel.

Functionality for adding, updating, and deleting contributors and their ratings will be exposed.

Records will be presented in a grid view with search, filter, sort, and page functions.

Blog

Administration will be conducted with the built in control panel of WordPress.

Ad Serving

Administration will be conducted with the built in control panel of Ban Man Pro.

Pages

Static content will be managed with a custom built control panel.

Functionality for adding, updating, and deleting pages will be exposed.

Records will be presented in a grid view with search, filter, sort, and page functions.

**Out of Scope**

Reports

* Report generation
* Report purchasing

View Jobs

* Search database
* Job summary
* Contact employer
* Job favorites

Post Jobs

* Organization registration/profile set-up
* Plan selection/purchasing
* New job posting
* Manage account
* Manage postings

Post Resumes

* User profile login
* Resume submission form

View Resumes

* Organization profile login
* Search resumes

Social Networking

* Visitor login/registration
* User profile login
* Display information
* Visitor functionality
* User functionality

Project Assumptions

There are multiple stakeholders who have a personal or enterprise interest in the end results of the project, but not all stakeholders are involved in completing the actual work on the project.

The following stakeholders will be involved in the actual work and approval of project deliverables:

* FIRST NAME LAST NAME

Client will have the production hosting environment ready before the quality assurance milestone.

Client is not taking any holidays or other breaks during this project.

Client will have all content resources available and ready at project commencement.

There is no due date when the project absolutely must be completed.

EXHIBIT B: STATEMENT OF WORK

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

Milestones and Key Tasks

***Milestone* – Workshops**

*Task* – Design Discovery
Various exercises to elicit keywords about colors, textures, fonts, photography, and the target audience.

*Task* – Sitemap Discovery
Document the various pages and page types throughout the site and the user paths to and from them.

*Task* – Business Rule Discovery
Outline the business logic of the web application.

*Task* – Content Inventory
Listing all the text content and structured data needed to build the site.

***Milestone* – Architecture Design**

*Task* – Frontend Architecture
Outline of the logical and physical structure of the Web-Application’s user-side interfaces.

*Task* – Backend Architecture
Outline of the logical and physical structure of the Web-Application’s backend administrative interfaces.

*Task* – Database Architecture
Data model phase in which the tables, fields, indexes, and relationships of the database are established.

***Milestone* – Design Comps**

*Task* – Home Page Comp
A non-functioning comprehensive layout of the home page showing one possible design direction.

*Task* – Interior Page Comp
A non-functioning comprehensive layout of an interior page showing one possible design direction.

*Task* – Administrative Page Comp
A non-functioning comprehensive layout of an administrative page showing one possible design direction.

*Task* – Comp Review Meeting
Meeting with Client to present comps, referencing the information gathered during the discovery process. Client chooses one direction to move forward.

***Milestone* – Schematic**

*Task* – Prototype
A non-functioning comprehensive outline, representing a page-by-page model of the site used to communicate the navigation, links and workflow, form elements, content and labeling.

***Milestone* – Production**

*Task* – Templates
Create the universal layout elements for each certain page types within the application; includes cleaning up Photoshop documents, slicing images and coding.

*Task* – Backend Modules
Coding the logical and physical structure of the Web-Application’s backend administrative interfaces.

*Task* – Frontend Modules
Coding the logical and physical structure of the Web-Application’s user-side interfaces.

***Milestone* – Quality Assurance**

*Task* –Alpha Testing
The first edition of the site/application on the web server is made available for preliminary testing, which is made available only to the internal project team.

*Task* – Beta Testing
The second edition of the site/application on the web server is made available for final testing,which is made available to a limited group of test participants.

***Milestone* – Implementation & Release**

*Task* – Hosting Environment
Selection of the platform, location, and provider of final hardware for application release.

*Task* – Launch
Process of configuring the server and moving the application files into a production environment.

Performance Schedule

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| --- | --- | --- | --- | --- |
| Milestone / Task | Time (days) | Schedule (dates) | Labor (hrs) | Budget ($) |
| **Workshops** |  |  |  |  |
| Design Discovery | 1.0 | 02/04 – 02/08 | 5.0 | 375.00 |
| Sitemap Discovery | 1.0 | 02/04 – 02/08 | 5.0 | 375.00 |
| Content Discovery | 1.0 | 02/04 – 02/08 | 5.0 | 375.00 |
| Business Rule Discovery | 2.0 | 02/04 – 02/08 | 10.0 | 750.00 |
| **Architecture Design** |  |  |  |  |
| Frontend Architecture | 3.0 | 02/11 – 02/20 | 20.0 | 1,500.00 |
| Backend Architecture | 2.0 | 02/11 – 02/20 | 15.0 | 1,250.00 |
| Database Architecture | 1.0 | 02/11 – 02/20 | 5.0 | 375.00 |
| **Design Comps** |  |  |  |  |
| Home Page Comp | 2.0 | 02/25 – 03/05 | 10.0 | 750.00 |
| Interior Page Comp | 2.0 | 02/25 – 03/05 | 10.0 | 750.00 |
| Administrative Page Comp | 2.0 | 02/25 – 03/05 | 10.0 | 750.00 |
| Comp Review Meeting | 2.0 | 02/25 – 03/05 | 10.0 | 750.00 |
| **Schematic** |  |  |  |  |
| Prototype | 5.0 | 03/06 – 03/14 | 40.0 | 3,000.00 |
| **Production** |  |  |  |  |
| Templates | 2.0 | 03/17 – 03/28 | 15.0 | 1,125.00 |
| Frontend Modules | 4.0 | 03/17 – 03/28 | 30.0 | 2,250.00 |
| Backend Modules | 3.0 | 03/17 – 03/28 | 20.0 | 1,500.00 |
| **Quality Assurance** |  |  |  |  |
| Alpha Testing | 3.0 | 03/31 – 04/11 | 20.0 | 1,500.00 |
| Beta Testing | 3.0 | 03/31 – 04/11 | 20.0 | 1,500.00 |
| **Implementation** |  |  |  |  |
| Hosting Environment | 1.0 | 04/14 – 04/18 | 8.0 | 600.00 |
| Release | 1.0 | 04/14 – 04/18 | 5.0 | 375.00 |
|  |  |  |  |  |
| **Totals** | **41 days** | **02/04 – 04/18** | **263 hrs** | **$19,850.00** |

Right to Revise Performance Schedule

This Statement of Work is subject to a nonbinding estimate of total labor costs to complete this work. Client accepts that a stable scope of work is critical to achieving the price estimates. Developer will maintain daily records of hours and tasks performed, which will be submitted to Client upon request. All work schedules will be considered reasonably accurate estimates, subject to revision.

Project Organization and Personnel Requirements

The key reporting relationship will revolve around Basecamp. Email, phone and in person meeting support will be utilized throughout the entire project, but Basecamp will be official method for all deliverables and notification. Client will direct all email and phone communication only through Brent Weaver unless otherwise authorized to by Developer to communicate with other Developer team members.

Payment Terms

Payment is due within five (5) days of receipt of invoice. Client may not withhold any amounts due hereunder and Developer reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of ten (10) percent per month or fraction thereof until paid.

Payment Schedule

Payments are due upon the completion of deliverables as statement below. If Client delayed the execution or performance of the project schedule the Developer reserves the right to make payments due based upon the estimated delivery date of the deliverable.

|  |  |  |
| --- | --- | --- |
| Amount | Deliverable | Estimated Delivery Date |
| $9,925.00 | Contract signing |  |
| $4,962.50 | Prototype | 03/14/2008 |
| $4,962.50 | Beta testing edition | 04/11/2008 |

Reimbursement for Expenses

Prices quoted for Services do not include expenses and Client will reimburse Developer for its reasonable and necessary cost of travel and out-of-pocket costs for software, licenses, registration, and the like. All non-local trips must be approved by Client before commencing.

EXHIBIT C: LICENSE AGREEMENT

License is granted to Client while Development Services are hosted in Developer’s hosting environment. This term will continue indefinitely unless either party provides written notice to the other of its intent to transfer from Developer’s hosting environment.

License

Developer will retain ownership of all proprietary rights to the intellectual property attached hereto developed pursuant to this Agreement, including certain rights, if any, that Developer has pursuant to a license from another party. Upon full payment of the fees set forth in this Agreement, Developer will grant to Client a non-exclusive license to use the intellectual property for the web site. Client is not authorized to sell or license the intellectual property or rights thereto to any other person or firm.

1. HotPress Web Sitefinity Module Suite
2. HotPress Web Error Tracking Application

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.

1. Ban Man Pro Ad Serving
2. Google Custom Search Engine
3. Microsoft SQL Server
4. Microsoft Windows Server 2003
5. Peter’s Date Package
6. Professional Validation and More