

September 9, 2015

North American Install LLC  
10416 S. OAKLEY  
CHICAGO, IL 606430000

**Re: North American Install LLC Website development**

This document confirms that upon execution of this Agreement, North American Install LLC ("CLIENT") hereby awards Lucid Goose Design LLC ("DESIGNER") the contract to provide for the development of CLIENT'S online presence in accordance with the terms and conditions outlined herein.

DESIGNER'S scope of work is more fully described in Exhibit A, which, together with the other exhibits, is incorporated into and made a part of this Agreement. The expected duration of the project detailed in Exhibit A is 4 to 6 weeks. Commencement of the project will begin upon execution of this Agreement.

DESIGNER shall be compensated for its services under this Agreement at the fixed fee and/or hourly rates set forth in Exhibit B. Any additional services may only be performed with CLIENT'S prior, written approval and shall be compensated on the basis of a fixed fee or at the hourly rates set forth in Exhibit B, unless otherwise agreed upon in writing.

DESIGNER shall perform the services in accordance with a professional standard of care applicable to website development companies who are regularly engaged in providing the same or similar services in the areas in which these services are being performed.

If DESIGNER breaches any of the terms, conditions or covenants in the Agreement, the CLIENT may terminate the Agreement for cause by providing seven (7) days written notice unless DESIGNER cures such breach prior to the expiration of the seven-day period. In the event of breach, DESIGNER will return any paid but unearned portion of the Contract Value to CLIENT. Refer to Exhibit B for the proportionate break down of Contract Value.

This Agreement shall be governed by the laws of the State of Illinois.

This is a fully integrated Agreement that supersedes and replaces all prior agreements between the parties relating to this subject matter, whether written or oral. No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing and signed by the parties hereto.

Original Ownership: All original logos, illustrations, and graphic designs created by

DESIGNER for use on the CLIENT website are the exclusive property of DESIGNER until receipt of the Contract Value. On receipt of the Contract Value by DESIGNER, CLIENT is granted exclusive use of logos, illustrations, and graphic designs appearing on the website for purposes of marketing, advertising, and promotion of the CLIENT and its subsidiaries. DESIGNER owns and retains the rights to the source code, including all HTML, CSS, and Javascript files. The unique combination of source files, images, and graphic designs is owned by DESIGNER.

Limited Website Warranty: Starting from launch day (defined in Exhibit B), CLIENT'S website and social media pages will be covered under a thirty (30) day limited warranty. The limited warranty provides assurance that the web application will meet its functionality specifications, as set forth in Exhibit A. This limited warranty covers any bugs (programming errors) reported to DESIGNER within thirty (30) days of the site launch date; any bugs reported within this time period will be fixed at no additional charge to the client. After the thirty (30) day limited warranty period is over, all bugs, web application changes and improvements, web application support, consulting and system analysis, and additional training work will be billed in the manner set forth in Exhibit B. This limited warranty will not be honored if any payments are overdue.

DESIGNER shall not be liable to CLIENT or any other party for any damages, expenses, fees or losses arising as a result of this Agreement or the services provided hereunder, whether for work performed, goods or services developed, or otherwise which are in the aggregate in excess of the applicable amount of fees actually paid to DESIGNER by CLIENT with respect to the assignment resulting in such losses. In no event shall DESIGNER be liable to CLIENT or any other party for any incidental, indirect or consequential damages or losses, including but not limited to lost profits, arising from or related to any services performed or goods developed pursuant to the Agreement.

This Agreement also includes a separate ongoing support and maintenance Contract which is described in Exhibit C.

[Signature Pages Follow on the Next Page]

By: Dylan McCann  
Dylan McCann (Sep 9, 2015)

Name: Dylan McCann

Title: Managing Member, Lucid Goose Design LLC

By: John Kelley  
John Kelley (Sep 9, 2015)

Name: John Kelley

Title: Managing Member, Lucid Goose Design LLC

By: Cyrus Forbes  
Cyrus Forbes (Sep 9, 2015)

Name: Cyrus Forbes

Title: Managing Member, Lucid Goose Design LLC

By: Brian D Finn  
Brian D Finn (Sep 9, 2015)

Name: Brian Finn

Title: Managing Member, North American Install LLC

## **EXHIBIT “A”**

### **Scope of Work**

#### **Summary**

Brian Finn, founder of North American Install needs a modern website for his business. He will be working with Lucid Goose Design to build a website that will give him a competitive advantage in his field. Lucid Goose Design will accomplish this by focusing heavily on design. Lucid Goose Design will use parallax elements and a simple modern design language to establish a trustworthy, sleek image for North American Install.

#### **1. WEBSITE**

- a. Home – will include information about who NAI is and what they do. Will feature parallax design elements and potentially a looping video.
- b. About – more information on the company and links to its services pages
- c. Careers – a page for hiring
- d. Contact Us – this page will have basic contact information for the business. It will also feature links to the e-orders page and technicians page.
- e. Services pages – these pages will detail all the services you provide. We can have contact forms on the sides of these pages to increase conversion rates.
- f. Industries – this page will list and have short descriptions of all the industries NAI works with.
- g. Technician page – this page will feature the form for technicians to put in their information. It will connect with BlueFolder through BlueFolder’s API.
- h. E-Orders page – This page will feature a form for companies to submit job requests. This too will be integrated with BlueFolder through the API.

#### **2. INTEGRATION WITH BLUEFOLDER**

- a. Included on the e-order page and technician page

#### **Schedule**

This project does not have a set deadline, but will take four to six weeks to complete. The launch date of this project is not only dependent on Lucid Goose Design completing work in a planned and ordered fashion, but also North American Install meeting all expectations.

#### **Week 1 & 2** - Project Design and Conception:

Lucid Goose Design will design a concept of the website. This will include wireframes, a color palette, content development, and information flow planning.

#### **Week 3** - Design Approval and Final Design Changes:

North American Install will be emailed the designs and planning for the project. CLIENT is expected to respond with approval or constructive feedback as soon as possible.

#### **Week 4 & 5** - Development Phase:

Lucid Goose Design will start setting up servers, writing code, and testing features

**Week 6** - Final Bug Testing, site review, launch:

Lucid Goose Design will finalize any testing of the project. They will also do a final review of the website with CLIENT before launching.

**EXPECTATIONS**

North American Install is required to provide feedback and any information or material that Lucid Goose Design requests within a reasonable time (up to 1 week). We won't ask for much and we will do our best to make this process as simple and straightforward as we can.

**RESPONSIVE DESIGN**

DESIGNER will build a fully responsive design that provides for an adaptable user experience. This makes the website appear properly on a desktop or device without having to build separate websites for mobile devices and tablets. Specifically, users will be able to use tablets or smartphones to access the website in both portrait and landscape view.

**Supported Devices:** DESIGNER will design and test the responsive site for optimization in the following device versions: iPhone 4 to the most current iPhone, iPad, Android OS 4.0.3 and greater. The website will work on all desktops for the browsers mentioned below:

Safari, Google Chrome, Opera, Firefox, and Internet Explorer.

EXHIBIT "B"  
Contract Price/Payment Details

**PAYMENT**

**Payment Schedule:** The Contract Value is due and payable whenever CLIENT has the funds necessary to cover the full Contract Value before LAUNCH DAY (defined below). If CLIENT does not have funds to cover the amount before LAUNCH DAY, the Contract Value is due and payable on LAUNCH DAY. The project will not be launched and no files will be handed over if CLIENT does not have the funds to cover the full Contract Value. If CLIENT does not meet the expectations outlined in Exhibit A, 50% of the Contract Value is due 50 days from the signing of this Agreement.

**Invoices:** All invoices for additional services are payable within **15 days** of receipt. Invoices shall list any expenses and additional costs as separate items.

**LATE PAYMENT**

**Late Fee:** A monthly service fee of 1.2 percent, is payable on all balances more than 30 days past due.

**Crediting Late Payments:** Payments will be credited to late payments first, then to unpaid balances.

**Collection Expenses:** Client shall pay all collection or legal fees caused by late payments.

**Withholding Delivery:** DESIGNER may withhold delivery and transfer of ownership of any work product if accounts are not current.

**Withholding License:** All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding additional costs, expenses, fees, or any other charges.

**CHANGES TO PROJECT SCOPE**

**Change Request:** If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send DESIGNER a written Change Order Request describing the requested changes in detail. Within **14** days of receiving a Change Order Request, DESIGNER will respond with a statement proposing DESIGNER's availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions in relation to said Change Order Request.

**Major Change:** If CLIENT's requested change would require **20** percent or more of the time required to produce deliverables outlined in Exhibit A, or an increase of **20** percent or more in the

original Contract Value, DESIGNER shall be entitled to submit a new and separate proposal to CLIENT for written approval. DESIGNER shall not begin work on the revised services until it receives a fully signed Change Order with any fees due upon the signing of such Change Order.

**Minor Change:** If CLIENT's request does not constitute a Major Change, CLIENT will be billed on a time and materials basis at DESIGNER's hourly rate of **100 dollars** per hour for the additional services. Such charges shall be in addition to all other amounts payable under this Agreement, despite any maximum budget, Contract Value or final price identified. DESIGNER may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes.

**Acceptance/Rejection:** CLIENT will have **14** days to respond in writing accepting or rejecting the new proposal. If CLIENT rejects the proposal, DESIGNER will not be obligated to perform any services beyond those in the original Agreement.

### **CONTRACT VALUE**

The cost of services and features described in Exhibit A is **\$10,600**. If before launch, CLIENT requests features or services outside the scope detailed in Exhibit A, the total cost that will be billed to CLIENT will change to represent the additional work. These features and items will be billed in accordance with the change to project scope provisions above.

Proportionate Contract Value:

Testing - \$1,000

Coding - \$4,000

Design work - \$5,000

Copy writing— \$600

### **LAUNCH DAY**

Launch day is a day where DESIGNER has all the content, photos, graphic art, and files to publish the website and social media accounts are live.

**EXHIBIT “C”**  
**Support, Maintenance and Ongoing**  
**Services**

This maintenance contract (“CONTRACT”) includes support and maintenance of the project in Exhibit A. The term of this CONTRACT shall be for one year and shall be automatically renewed unless either party elects to terminate this maintenance CONTRACT portion of the Agreement by providing the other party 30 days advance written notice. Either party may terminate this CONTRACT upon 30 days written notice.

The support includes:

1. Website hosting
2. Maintaining the source code
3. One email account tied to CLIENT’s domain name

DESIGNER will provide the login credentials to CLIENT after creation

4. Monitor and track basic SEO and Google Analytics
5. A maximum of ten (10) hours of coding to get the website back online if it goes down.

These services listed cost \$132.50 a month. Any work or services requested outside of the above will be billed at a rate of \$100/hr or a lump sum agreed upon between CLIENT and DESIGNER. Invoices for these services will be sent monthly and will be due 15 days after receipt of invoice.

**MORE ON SEO & ANALYTICS**

Optimal organic search exposure is important to the success of a website. Indeed, search engine exposure will ensure optimal web traffic and optimal online conversions. There are many factors at play when devising a successful SEO strategy, including building quality and fresh content, link building, social sharing, and many others. To help you achieve your SEO goals, DESIGNER manages the following search engine optimization tools and services:

**Architecture**

DESIGNER follows coding best practices through:

- Quick load times
- title tags and friendly URLs
- Meta Descriptions and Meta Keyword Import
- Sitemaps
- Robots.txt

**Google Analytics**



DESIGNER will program the new website with web traffic reporting software, Google Analytics. This website traffic analysis service helps explain how, where, and when visitors navigate through your site. The information displayed in these reports is very valuable for assessing the website return on investment and shaping future enhancements around the behavior patterns of your visitors. Google Analytics is a free tool that is great for tracking various website statistics and has the ability to track specific action goals. On a website, the single-most important goal to be reached is increased user engagement. Based on the critical information that can be gleaned from this, DESIGNER will setup one goal in Google Analytics that helps CLIENT to monitor the status of this goal regularly using the tools provided by Google Analytics. DESIGNER recommends that the goal CLIENT chooses to set up is focused on submissions to the contact form on the Contact page. While Google Analytics is a free traffic analysis service at the time of this document, CLIENT will be responsible for any future third-party costs, should Google Analytics become a paid service.