

**[name of your organization]**  
[Title of Contract]  
with  
**[Point of Contact]**

Prepared: April 14, 2018

by

[person who prepared the document]

[full address of your company]

[phone number of company]

primary email address of company

[company website]

[company github URL]

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## 1 Requirements

Details pertaining to the requirements that you must satisfy in order for us to successfully execute this Agreement.

### 1.1 Content

#### 1.1.1 Copy

Unless we have previously or separately agreed, We are not responsible for generating copy for your website. We are, however, responsible for uploading, optimizing, and maintaing the copy You provide. We will do this either directly in the backend of the website or via the custom Content Management System that we provide to You.

We will continue to maintain the copy as long as you maintain adhere to the payment details and schedule laid out in REF

Upon request from you for an update or upload to be made to the Content Management System, We agree to successfully execute your request within 30 hours.

We may adjust the content you provide Us such that adheres to current search engine optimization (SEO) best practices. If We do so, We will contact You for your approval before making the content public.

In order to properly maintain and launch a successful development arm, We may ask to act on your behalf on various websites including, but not limited to, github.com.

We make a point to obligate ourselves to uphold the values of your business and to properly present and maintain the image that You wish to portray to your customers. If, at any point in time, you disagree with the way that We have acted, We will delete the content within 24 hours, and publicly take ownership for the mistake using our own online account(s). In the event that you wish to have new content generated to replace the mistake, We provide professional copywriting and editing services and We can provide a separate estimate for that.

#### 1.1.2 Visuals

You agree to supply Us with high-quality graphic files in an editable, digital format. We prefer .png or .eps. You will supply photographs in the highest

resolution digital format possible. You will supply video files in the highest quality digital format possible. We prefer .mp4, .mpg, or .swf files.

If you choose to purchase stock photos, videos, or graphics, we can suggest stock libraries for you to browse. We provide Permissions Collection and Management services that You may find useful if you have existing stock imagery or wish to acquire new stock imagery.

If You'd like Us to provide photography, videography, or graphic design services for you, We can provide a separate estimate for that.

### **1.1.3 Documentation**

We are not responsible for generating documentation for the website. We are, however, responsible for uploading and maintaining the documentation you provide for the website into the custom Content Management System that We provide to you. We will continue to do so as long as you adhere to the payment schedule and details outlined in REF.

Upon request from you for an update or upload to made to the Content Management System, We agree to successfully execute your request within 30 hours.

In order to properly launch and maintain a successful online marketing campaign, We may ask to act upon your behalf on websites such as, but not limited to, github.com. development

## **2 Development**

The details for the design, development, and engineering for full completion of the outlined proposal to yield maximum value to You.

### **2.1 Hardware Requirements**

You will need one (1) or more spin ups of VPS or SSD servers for website hosting, software hosting, email hosting, domain hosting, database hosting, and other services related to hosting. If you already have a hosting service, We will strongly recommend that You transfer your hosting upon acceptance of this Agreement to guarantee maximum performance and support for your product(s). We recommend a solution similar to a state-of-the-art private Private Cloud from Liquid Web, located in Lansing, Michigan. While Liquid Web is an excellent choice, if you have highly sensitive material that you want to keep protected, we can also make a recommendation for an offshore

host in a privacy-friendly country like Iceland or Switzerland. It may be prudent to deploy two separate instances of this project.

We guarantee 99.9% uptime with the only exceptions being during scheduled downtime for infrequent large scale updates or in the event of a massive power outage, natural disaster, act of war or terrorism, or an act of god. You will receive prompt communication from Us in the event that your network experiences downtime.

We provide the provide the latest and most highly-sophisticated security protocols and guarantee little to no reduction in performance due to increased traffic or user volume. The decision on how many server instances to deploy and the price of these vary depending on the size needed, which will require further analysis and knowledge obtained after the acceptance of this Agreement.

## **2.2 Domain and Software Hosting**

To transfer your current content, domains, and associated accounts, We will need access to your account with your current host in order to work directly with them to transfer the content. We do not charge for the transfer of content. However, you are obligated to pay any cancellation or transfer fees from your previous host. They may charge anywhere from \$35USD to \$50USD as a transfer fee for each unique domain name, which will also extend your ownership of the domain(s) for an additional year. Beyond that, they will bill you said fee on an annual basis to retain ownership of the domain(s).

If you wish to purchase additional domain names, We will do so on your behalf. However, You are responsible for the additional fees charged per domain.

For your convenience, We will change the WHOIS documentation associated with your domain(s) to list Us as representative of You as the Registrar in order to maintain the privacy of You as clients, prevent solicitation by telemarketers, and other domain-related nuisances. We are obligated to forward any relevant information pertaining to your domain directly to You and will never act upon any such information prior to receiving your consent.

## **2.3 Software Requirements**

### **2.3.1 Languages**

We create fully-optimized web designs using the latest techniques and build flexible layouts that adapt to the capabilities of many devices and screen

sizes. We create designs iteratively and use the latest version and/or framework of widely-accepted markup and object-oriented programming languages such as I create full optimized web designs using the latest modern web design techniques and build flexible layouts that adapt to the capabilities of many devices and screen sizes. I create designs iteratively and use the latest iterations and/or framework of widely accepted markup and object-oriented programming languages such as HTML, SVG, CSS, PHP, Javascript, Ruby, Python, Go, C, C, and C++ for optimization and to reduce the need for static visuals. We may use static visuals to indicate a creative direction (color, texture, and typography.) We refer to this as atmosphere.”

### **2.3.2 Tools**

We will require various tools necessary for maximal success. We will also need your permission to act as a representative of You while acquiring and using these tools. We will provide a list of tools we will need to use to as we proceed with development. If You have not obtained any of the tools We use, We will set them up for you. By accepting this Agreement, you agree to incur the incidental expenses that may be necessary to obtain the tools We require.

### **2.3.3 Services**

We will require the use of various services in order to achieve maximum success while executing your project. We will need your permission to act as a representative of You while acquiring and using these services. We will provide a list of services that We will need to use as we proceed with development. If you have not obtained or set up any of the services that We require, We will obtain and/or set them up for You. By accepting this Agreement, you agree to incur the incidental costs that may be necessary to obtain the services we require.

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## **3 Rights Reserved**

We reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed projects in our portfolio and refer to them on the Internet, in magazine articles, other printed materials, and in interviews. hangestotheproject However, we dont want to limit your ability to change your mind. The total price of , outlined on

??f this contract are the standard rates that We charge for taking on such a multi-faceted project.

We will create separate estimates for any services at your request. We will continue to work with You until We accomplish everything Youve told Us you want to achieve in the time frame specified in ??f this Agreement, but we are happy to be flexible. If You want to change your mind or add anything new, that wont be a problem. If any changes or additions that You would like to make result in Us being unable to complete a project in the allotted time, it may require additional billing and payment.

ontact

## **4 Contact**

You may contact Us in any of the following fashions:

### **By Phone**

[phone number of company](Office)

### **By Email**

[email of first principal][email of second principal]

### **On Our Website**

[company website]

### **By Post**

[full address of your company]

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## **5 Termination Event**

If, at any stage, You change your mind about what You want to be delivered or are not happy with the direction our work is heading, You may terminate this contract by written notice. You also agree to pay our non-refundable deposit and are not obligated to furnish further payments.