UPGRADEYA

Web Development Contract
Version 1.5

We realize the importance of your online application and we want to be able give your site the necessary time and energy that it needs. The development contact is a great way to reserve our abilities for the foreseeable future.

With a Web Development contract you will receive:
- Guaranteed Response: For features / bugs / application issues / and maintenance.
- Guaranteed Labor Hours: To supply labor hours within the package timeframe.
- Online Time Tracking System: All work is tracked via our project management system at redmine.upgradeya.com. Here you can view summaries and details of the work we are doing (updated daily).

To begin the development contract, contact us at service@upgradeya.com and we will prepare a customized contract through our freshbook.com invoicing system.

Once the contract has been agreed upon, you will receive an invoice for the corresponding package amount.

If you have questions, don't hesitate to call or email us:

Jacob Parrish
jacob@upgradeya.com
919.675.2262

David Parrish
dave@upgradeya.com
919.413.6757

To learn more about our team and history, please visit upgradeya.com

Web Development Care

Reserve UpgradeYa talent and resources with a guaranteed timeframe of work. When development is critical to the success of your website, you can be sure that UpgradeYa will be there. This contract is similar to buying a "bucket" of hours.

Hours:
Guaranteed hours will be spent on your project during the timeframe specified by the Package selected as stated in our Package spreadsheet. Hours that are not used within the timeframe[1] do not expire but can not be supplied with any guaranteed timeframe. Hours not fulfilled can be rolled into a future package. Rollover hours will be scheduled for completion at UpgradeYa's discretion.

Payment:
Payments can be made by check, credit card, Paypal, cash, or bitcoin.[2] We prefer payment at contract acceptance, but are open to discussion of any payment plans which work best for the client. The payment plan will be clearly displayed in the invoice corresponding the package amount. Upon hours expiring, UpgradeYa will require a new web development package to be accepted in order to continue work. Receipts will be sent to client upon bank approval and clearing. UpgradeYa estimates and tracks all used hours and will report updates notifying of account balance upon request.

The Fine Print
- The timeframe begins the day that the contract is accepted by both parties. Dates can be explicitly specified in the contract.

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[1] Hours may not be supplied because of project completion or project postponement. Postponement can occur if the work being performed can only be completed by a particular developer. For example, a back-end developer may have to wait on the front-end developer to finish a design before he/she can begin development.

[2] We will give 10% discount for bitcoin payments. To learn more about bitcoin go to www.bitcoin.org.

UPGRADEYA

www.upgradeya.com

Contract Terms and Acceptance

Definition of Terms
    UPGRADEYA - The Independent contractor David Parrish or Jacob Parrish or both.
    CLIENT - The entity which enters into a contract with UPGRADEYA.
    REGISTRAR - or domain name registrar, is an organization or commercial entity that manages the reservation of Internet domain names.

Domain Names, Site Hosting, and Search Engines
In the event that UPGRADEYA coordinates domain name registration for CLIENT, upon confirmation of registration of the Domain Name with third party REGISTRAR, UPGRADEYA will provide REGISTRAR's confirmation documentation upon request. UPGRADEYA does not warrant registration of Domain Names. In the event that UPGRADEYA coordinates and/or recommends web site hosting services, other companies will provide these services. CLIENT understands that UPGRADEYA does not provide on site hosting services. UPGRADEYA shall not be liable to CLIENT or any of its customers for any claims or losses or damages of any and every nature, resulting from inability to register domain names, the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, failed servers, nondeliveries, or service interruptions whether or not caused by the fault or negligence of UPGRADEYA. UPGRADEYA cannot guarantee the ranking position of any URL submission to Search Engines.

Web Browser, Monitor Resolution Default
CLIENT understand and agrees that all website pages will be designed for the largest desktop viewing audience at default 1024 x 768 pixel resolution unless otherwise stated. Production will be optimized and quality tested for the following browsers unless otherwise stated: Mac - (Latest two versions of Safari, Firefox, & Chrome) PC - (IE 7.x and above, Latest two versions of Firefox & Chrome). CLIENT understands that UPGRADEYA builds websites with responsive design capabilities but will only design for desktop viewing unless otherwise stated.

Scope of Service
Copyrighting and/or copy-editing are not considered as part of the design process. CLIENT is encouraged to write copy for any and all website pages and other online promotional pieces. Any copy written by the CLIENT for the web site should be provided to UPGRADEYA for incorporation into the HTML coding of the CLIENT website. Preferable formats for copy content delivery are PDF and DOC.

No Warranty
The developer content furnished under this agreement is provided on an "as is" basis, without any warranties or representations expressed, implied, or statutory; including, without limitation, warranties of quality, performance, noninfringement, merchantability, or fitness for a particular purpose. Nor are there any warranties created by a course of

dealing, course of performance, or trade usage. UPGRADEYA does not warrant that the operation of the site will be continual, uninterrupted, or error free.

Payment of Fees

CLIENT agrees to pay total fees as described in the Web Development Contract and corresponding invoice.

Mediation

If any dispute arises under this Agreement and the amount in controversy exceeds 5,000.00 USD, then such dispute shall be submitted to non-binding mediation in Raleigh, North Carolina or Charlotte, North Carolina. CLIENT and UPGRADEYA will each select a mediator. The two so selected mediators shall select a third mediator, and that third mediator shall hear and determine the controversy and render his or her decision. If any action or proceeding is commenced to construe this Agreement or to enforce the rights and duties created hereunder, then the party prevailing in that action or proceeding shall be entitled to recover its costs and fees in that action, as well as the costs and fees of appealing and enforcing any judgment entered therein.

Termination

Either party may cancel this contract. If CLIENT cancels contract, fees paid to date are non refundable. If either party breaches its obligations under this contract, and such breach is not cured within ten (10) days following the date on which the other party (the "non-breaching party") delivers to the breaching party written notice specifying the breach, then at the election of the non-breaching party this Agreement shall terminate at the expiration of that 10-day period. Such election shall be made by the non-breaching party's delivering to the breaching party, within five (5) days after the end of that 10-day period, written notice of termination. Notwithstanding any termination hereunder, (a) CLIENT shall remain liable to pay UPGRADEYA the costs and fees that have accrued under this Agreement prior to the effective date of termination, and (b) all rights and duties of the parties shall survive the termination of this Agreement.

Association Rights

CLIENT authorizes UPGRADEYA to use CLIENT's name, web site, web site logos and CLIENT testimonials for any and all advertising and promotional purposes in UPGRADEYA's brochures, newspapers and magazine advertisements, and on UPGRADEYA's web site as part of a design portfolio presentation.

Miscellany

This Agreement constitutes the entire understanding between the parties. Only an instrument in writing signed by both parties can modify the terms of this agreement. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. It is intended that each paragraph of this Agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect.

UPGRADEYA

This Agreement shall be binding on, and inure to the benefit of, the parties' heirs, successors, assigns, and personal representatives.

Web Development Contract Packages

Package	Payment	Estimated Total Hours*	Timeframe (in business days)*	Discount
Silver	$1,200.00	15	4	0%
Gold	$12,000.00	166	42	10%
Bitcoin	Pay with bitcoins and get an additional 10% off Silver or Gold Packages!			

*Hours and timeframe are a close estimate of actual time. We stop work when the money is used up, not the hours.	Base Hourly Rate: $80
	# of developers: 1