

Scope of Work

NewMedia Website Design will develop a WordPress website for client. The goal of this website is to provide client with an online presence and to provide current and prospective customers vital information about client's business operations.

The website will have the number of pages specified on our current price list.

The client will choose a theme, create the content, and provide any graphics to the Designer.

The client will contract with a web host.

Either client or Designer will install WordPress and any other necessary software on the client's web host.

The client will provide to the Designer the login for WordPress if installed, as well as a full-access FTP login.

The Designer will create the site from the content and graphics using the design of the theme chosen by the client.

This website will work in all Grade-A browsers. It may operate on mobile devices, depending on the theme chosen.

Following is the set of terms and conditions.

WEBSITE DESIGN SCOPE AND TERMS / CONDITIONS - NewMedia Website Design.com (Designer)

PROPOSAL

The terms of this Agreement expires 30 days after being submitted to Client. If this Agreement expires, Designer may modify the Agreement and resubmit it to Client.

COMPENSATION

Client agrees to pay Designer the fees listed on the Designer Website, including all taxes.

PAYMENT

Payment is due when Designer completes each milestone as listed Designer's Website, and Client accepts the Deliverables for that milestone.

NON PAYMENT

The website will be removed by the Designer.

CHANGES TO PROJECT SCOPE

If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send Designer a written request describing the requested changes in detail. Within 5 days of receiving a request, Designer will respond with a statement proposing designers availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. Designer will evaluate each request at its standard rate and charges. Client will be billed on a time and materials basis at Designers hourly rate of \$95 per hour. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price or final price identified. Designer may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes. Client will have 5 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.

DELAYS

Client shall use all reasonable efforts to provide needed information, materials and approvals. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, terrorism and epidemics.

EVALUATION AND ACCEPTANCE

Client shall, within 5 business days after completion of the website, notify Designer in writing of acceptance and will pay the Designer compensation due. If Client fails to provide approval or comments during any approval period, the website will be considered approved and accepted. All objections, corrections and changes shall be subject to the terms and conditions of this Agreement.

ACCREDITATION AND PROMOTION

Designer shall be entitled to place accreditation, as a hyperlink, in the form, size and location as incorporated by Designer in the website on each page of the website. Designer retains the right to reproduce, publish and display the website in Designer's portfolios and websites, in galleries, design periodicals and other media or exhibits for the purposes of

recognition of creative excellence or professional advancement, and to be credited with authorship of the website in connection with such uses.

CONFIDENTIAL INFORMATION

All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only used as needed to perform this Agreement. Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure.

RELATIONSHIP OF THE PARTIES

Designer is an independent contractor. Designer shall determine, in its sole discretion, the manner and means by which the Services are accomplished. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Designer and the work product or Deliverables prepared by Designer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Designer that to the best of Client's knowledge, use of the Client Content does not infringe the rights of any third party. Designer represents and warranty to Client that to the best of Designer's knowledge, the Deliverables will not violate the rights of any third parties.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, DESIGNER MAKES NO WARRANTIES WHATSOEVER. DESIGNER EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

INDEMNIFICATION AND LIABILITY

Client shall indemnify Designer from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party due to materials included in Deliverables at the request of the Client.

THE SERVICES AND THE WORK PRODUCT OF DESIGNER ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF DESIGNER, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES ("DESIGNER PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF DESIGNER. IN NO EVENT SHALL DESIGNER BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL,

WEBSITE DESIGN SCOPE AND TERMS / CONDITIONS - NewMedia Website Design.com (Designer)

EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY DESIGNER, EVEN IF DESIGNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

TERM AND TERMINATION

This agreement shall begin when Client submits materials to the Designer. or until the Agreement is Terminated. Either party may terminate this agreement at any time, on 5 days prior written notice if the other party breaches any of its material responsibilities or obligations under this Agreement and fails to cure that breach during that 5 day period. Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it. In the event of termination, Client shall pay Designer for the Services performed through the date of termination in the amount of a prorated portion of the fees due. Client shall pay all Expenses, Fees, and Additional Costs incurred through the date of termination.

LICENSE

Designer grants to Client a non-exclusive, perpetual and worldwide license to use and display the website in accordance with this Agreement.

SUPPORT SERVICES

There are no ongoing support services offered by Designer. Ad designer's discretion, Designer may offer assistance for compensation to be determined, or without compensation. Requests for additional support will be billed on a time and materials basis at Designers standard rate.

DISPUTE RESOLUTION

Parties agree to attempt to resolve any dispute by negotiation between the parties. If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties. The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

GENERAL

Modifications to this Agreement must be in writing and signed by both parties. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach. All notices under this Agreement shall be given in writing either by: (a) Fax or Email, with return confirmation of receipt; (b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email or fax, on confirmation of receipt. Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party. This Agreement shall be governed by the law of California. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in

full force and effect. Where possible the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law. Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect. This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.

Acceptance

Client's acceptance by submitting data form authorizes designer to begin work.

Thank You!

NewMedia Website Design

ac@NewMediaWebsiteDesign.com

Tel: 916-962-9296