

# Website Development Agreement

**Between us, Campus On Fire, LLC., and you, <COMPANY NAME>.**

## **Summary:**

We will always do our best to fulfill your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if stuff goes wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

## **In short**

You, <COMPANY NAME>, are hiring us, Campus On Fire, LLC, located in 50 Court Street, Suite 700, Brooklyn, NY to develop a web site based on previously developed wireframes for the total fixed price of <PRICE> which will be finalized based on final approved wireframes.

## **What do both parties agree to do?**

**You:** You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we need. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

**Us:** We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

### **Termination**

You are free to terminate this agreement anytime for any reason at which point you would just be liable for the work done to date.

### **Deadline**

We will try our best to complete initial development within 3 months from mutually agreed start date: <START DATE>. Please be understanding if there are any unlikely events or force majeure that we may cause us to finish our work few weeks after previously agreed deadline.

### **Scope of work**

We will do ground-up web application development including architecture, coding, design, API documentation, content, infrastructure setup for both the staging and production environments and acceptance testing. The functionalities and features of the website are outlined in Exhibit A (attached), a complete wireframe document describing specific workflow and high-level architecture of the proposed build.

### **Intellectual property right and ownership**

Our apps consists from a mix of pre-created code and custom written code. We own the copyright to anything we wrote before beginning the engagement and license you non-exclusive rights to use, modify, display, sell, and derive from our code upon full payment under this agreement.

Everything we custom write for you belongs to you. Period.

## **Vendor Accounts**

An integral part of our marketplaces is API integration with SAAS services we use to send emails, handle uploads, authenticate users, etc. Most such services have monthly fees. We will create and configure all vendor accounts for you using your name, login credentials and your credit card. You are responsible to maintain active accounts and pay their charges. Those fees are separate from payments listed in this agreement.

## **Staging**

We will maintain a staging environment with the most current version of your marketplace for your testing. We typically update the staging server multiple times a day. We encourage you to test the marketplace as early as is reasonable and provide us with feedback in the early stages.

## **Final testing & acceptance**

We expect to complete the major development 2 weeks before the due date. The last two weeks are reserved for bug fixes, minor visual and content changes, leftovers, final acceptance testing and preparation for the launch. During this phase you need to conduct your own intense testing of all developed functionalities. During this phase we focus exclusively on bug fixes rather than modifications of existing interfaces and functionalities. If we need to spend more time to fix issues to make sure it is right, we will. The end of this phase signifies acceptance of the marketplace and completion of the project.

## **Delivery**

Upon completion of final acceptance testing & completed payments we will grant you full access to the codebase repository and production server(s).

## **Launch**

We will launch the website when you tell us. We will also test it once again to ensure everything works properly.

## **Training**

We allocate up to 8 hours for project-related questions/issues including technical and non-technical questions and functionality walk-thoughts after project completion.

## **Warranty**

We test our code thoroughly before shipping to production. However, bugs do happen and things break. We will fix any issue with the code or servers if it was our fault free of charge the first 3 months from the project completion date as long as you have not modified the code, accessed servers or changed vendor's accounts.

## **Maintenance**

Maintenance is about making sure things works. Maintenance involves checking logs, server and database health, updating server & security, backups, monitoring access, fixing third party dependencies, issues with browsers updates, traffic, non-standard use cases, fixing missed bugs, etc.

We have a flexible maintenance structure so we can best support your needs both current and ongoing. Maintenance can range from a few hours a month when you have about 1K registered users to a full-time engagement for multiple developers once you have 1M+ registered users. You can choose to have us on retainer or we can work on a ad hoc base for \$120 per hour.

## **Continuous development**

Continuous development is about iterating and improving the app, reacting to users' feedback, etc. The amount of time is based on what is best for your unique business need and this can vary from zero hours a month to a large amount of hours per month.

You can choose to have us on retainer or we can work on a ad hoc base for \$120 per hour.

## **Desktop browser testing**

Browser testing no longer means attempting to make a website look the same on browsers with different capabilities nor on devices with different size screens. It does mean ensuring that a person's experience should be appropriate for the capabilities of said browser or device. We will test the app in the latest versions of Google Chrome, Safari and Internet Explorer.

## **Mobile browser testing**

Testing using popular smaller screen devices is essential in ensuring that a person's experience is appropriate to the capabilities of the device they are using. We will test the app in:

iOS 9: Safari

Android: Google Chrome

We won't test on Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers.

## **Design**

We create designs and flexible layouts that adapt to the capabilities of many devices and screen sizes.

You will have plenty of opportunities to review our work and provide feedback. We will either share a Dropbox, Google Drive folder or Github repository or development site with you and have regular, possibly daily, contact.

## Displaying our work

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

## Changes and revisions

We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the number of weeks that we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for those additional weeks.

## Payment schedule

We're sure you understand how important it is for small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

<b>Payment Due Date</b>	<b>Amount, USD</b>
<b>Payment Due Date #1</b>	Amount 1
<b>Payment Due Date #2</b>	Amount 2
<b>Payment Due Date #3</b>	Amount 3
<b>Payment Due Date #4</b>	Amount 4
<b>Payment Due Date #5</b>	Amount 5
<b>Payment Due Date #6</b>	Amount 6
<b>Payment Due Date #7</b>	Amount 7

We issue invoices electronically. Our payment term is 7 days from the date of invoice by wire transfer. The appropriate bank account details will be printed on our electronic invoices.

## **Waiver**

We'll carry out our work in accordance with good industry practices and at the standard expected from a suitably qualified person with relevant experience.

That said, we can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

## **Privacy**

Each party agrees that any confidential information disclosed or transferred to the other will not be disclosed, stored or transferred to others except where agreed by both parties. All reasonable steps to ensure that the information is protected from misuse or loss, and from unauthorized access, modification or disclosure or from those that do not have confidentially agreements must be taken.

## **Security specifications**

We will protect all sensitive data employing industry standard best practice security methods for protection of high-value, confidential material. The security methods will be designed to prevent all unauthorized access to or delivery of data. We will actively and regularly monitor the effectiveness of such security measures. If we become aware of a breach of our internal network security, we will notify you and

we will take immediately all measures necessary in order to prevent unauthorized access to or delivery of data.

**But where's all the horrible small print?**

Just like a parking ticket, you can't transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of New York courts.

Signed by Yuriy Smirnov on behalf of Campus On Fire, LLC.

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Signed by <NAME> on behalf of <COMPANY NAME>.

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Date: <DATE>