

WEB DEVELOPMENT TERMS HK SWEENEY PROFESSIONAL SERVICES

In consideration of Clients retaining HK Sweeney Professional Services to install, maintain and/or perform custom development or other services on website(s) for Client, as specified in the quote and or other correspondence it is agreed as follows:

1. Compensation and Terms

Client hereby retains HK Sweeney Professional Services and HK Sweeney Professional Services hereby agrees to perform the following services: Web Development Services, as quoted or as requested by Client.

The following fees shall apply:

A. **FLAT PROJECT FEE** for services as Described in quote or correspondence.

1. **A discounted rate** of \$25.00 per hour for services or other additional per project fees/charges may apply, if additional services are requested during the duration of the FLAT PROJECT FEE agreement which exceed the scope of services quoted or agreed upon for the project.

B. **HOURLY RATES** of \$35.00 per hour for services contracted on an hourly basis as described in quote or other correspondence including phone or text messages, with a minimum billing of \$35.00 (1 hour) per request and billed in quarter hour increments thereafter.

C. **WEBSITE MAINTENANCE FEES** as determined by **WEBSITE MAINTENANCE PLANS**, billed in Monthly, Quarterly or Annual increments, at rates and frequency that customer has opted in for.

HK Sweeney Professional Services shall provide detailed invoices and shall maintain, and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. Client shall make full payment for services within ten days of invoice. If HK Sweeney Professional Services brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

2. Payment Terms:

A. **FLAT FEE PROJECT Fees** - Unless otherwise agreed, an initial deposit of 50% is to be paid to HK Sweeney Professional Services upon order placement. The remaining 50%, and/or any adjustments, credits, discounts, or additional charges incurred at clients request beyond the scope of this of this contract will be billed separately and due upon completion.

1. **Additional Charges** - for FLAT FEE PROJECTS Due and payable within in 10 days of date that services are rendered.
2. **Flat FEE Projects** shall commence on the date that deposit payment is received, services requested, and shall remain in effect until all obligations under this Agreement have been properly completed.

3. Either party to this Agreement may terminate this Agreement with or without cause by providing at least seven days written notice to the other party.

B. Hourly Fees/Website Maintenance Fees - Unless otherwise agreed or noted, hourly contract and website maintenance fees are due and payable upon receipt of invoice.

C. Discounts - Discounts are included in the pricing of the FLAT PROJECT FEE or hourly rate and may not be taken separately.

D. Refunds:

1. FLAT PROJECT FEES OR HOURLY RATES - If CONTRACTED SERVICES ARE terminated, refunds will be made according to the amount of work done for the client, based on time spent and/or percentage of services specified below which have been completed.
2. WEBSITE MAINTENANCE FEES - HK SWEENEY PROFESSIONAL SERVICES will not refund amounts already billed for the current service period in which Client terminates the Agreement. Any amounts paid in advance by Client for future service terms following the current service term will be promptly refunded by HK SWEENEY PROFESSIONAL SERVICES

3. **Scope of Services** - Services provided by HK Sweeney Professional Services covered by this agreement are limited to the Development of website as outlined in your quote or correspondence.

A. Includes: Services outlined expressly in quote or correspondence.

B. Scope of Service Does Not Include:

1. Development of Graphics, banners, content or icons other than those included in Section A.
2. Custom reports or modifications not included in Section A.
3. Maintenance or upgrade or repairs that may be needed after completion of project development unless specifically provided for in quote.
4. Software licensing (all software provided is covered under the open source GPL provided by the original authors).
5. Cost for development of any additional modules, templates or software modifications required or desired by client not described above.
6. Cost for any additional software required by client.
7. Any Services or Items not expressly described in Quote or Correspondence.

3. Warranties

HK Sweeney Professional Services represents and warrants to Client to possess the experience and ability to perform the services specified by this Agreement; that said services will be performed in a professional, competent and timely manner; That HK Sweeney Professional Services has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, Client will not

determine or exercise control as to general procedures or formats necessary to have these services meet Client's satisfaction.

HK SWEENEY PROFESSIONAL SERVICES makes no warranties or representations of any kind, express or implied, for the services it is providing. HK SWEENEY PROFESSIONAL SERVICES also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays or non-deliveries.

4. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights

(a) Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client. Client agrees that all right, title, and interest in any product or service provided to Client belongs to HK SWEENEY PROFESSIONAL SERVICES. These products and services are only for Client's use in connection with Services provided to Client as outlined in this Agreement.

(b) Client expressly warrants to the HK SWEENEY that Client has the right to use any patented, copyrighted, or trademarked material, which Client uses, posts, or otherwise transfers for use on website.

4. Independent Contractor

HK Sweeney Professional Services acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. HK Sweeney Professional Services shall not enter into any contract or commitment on behalf of Client. HK Sweeney Professional Services further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

5. Confidentiality

HK Sweeney Professional Services recognizes and acknowledges that this Agreement creates a confidential relationship between HK Sweeney Professional Services and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

6. Non-Disclosure

HK Sweeney Professional Services agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this

Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. HK Sweeney Professional Services further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

HK Sweeney Professional Services agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client's prior written consent. Any rights granted to HK Sweeney Professional Services under this Agreement shall not affect Client's exclusive ownership of the work product.

7. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of The State of California.