

webdev STUDIOS

Project proposal: Web Development

Delivered on: Not yet submitted

Submitted by: Brad Williams

PREPARED FOR

workato



Overview.

June 10, 2019

Dear Kristine,

Thank you for considering WebDevStudios for your web development project! It has been a pleasure meeting you and learning about the future vision for Workato.

On the following pages, we have included information about WebDevStudios, our process, and details of your project. We have also included our understanding of your goals for this project and our recommendations for the development.

We look forward to continued conversations and a successful partnership.

Sincerely,

Brad Williams
CEO
WebDevStudios

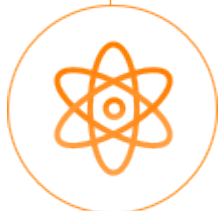
Why WebDevStudios?

WebDevStudios provides end-to-end WordPress opportunities from design and development to migration, scalability, performance and long-term guidance and maintenance. We pride ourselves on the fact that our entire team is continually learning best practices for developing in WordPress and assuring that your website is fast, safe, secure and designed beautifully.



Our 11th Year.

We are in our 11th year of business. WebDevStudios is the premier team of **WordPress experts** and leaders in the industry.



Your Partner in Tech.

Our team is present and at your table with the purpose and goal to help you make the right decisions, and then execute on those decisions with **precision and care**.



Our Mission: Your Success.

We strive to ensure **best practices** in everything we do, from development to communication, security to support, and project management to accounting.

Meeting **100% of your goals**, delivered on-time & on-budget is our top priority.

Our Clients.

WebDevStudios maintains an impressive track record working with enterprise clients because we are successful at creating and providing affordable website solutions. Our projects remain within budget, include custom development, top-notch support, custom design, and more.



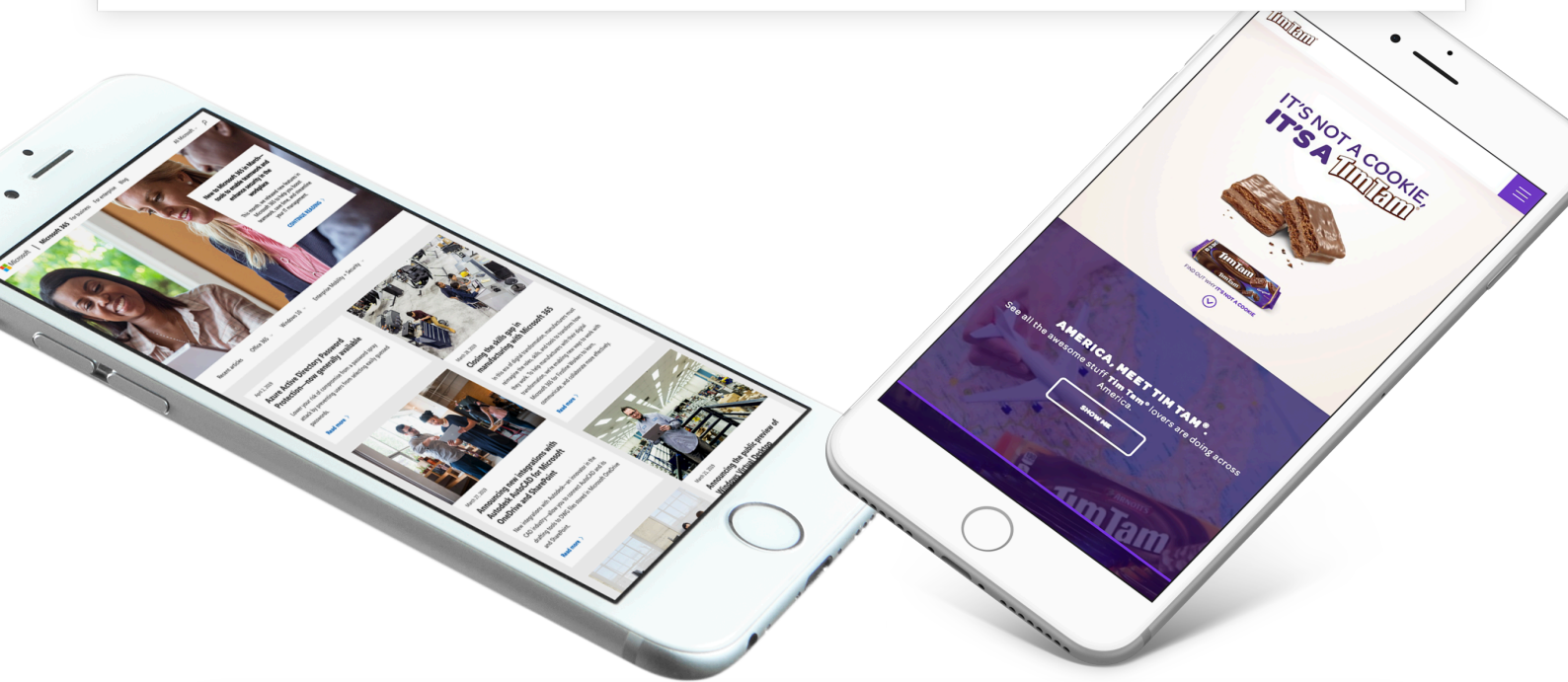
Microsoft

Campbell's

VIACOM



Discovery
CHANNEL



Not merely a vendor, we are a true partner.

Helping you tell your story through engaging design and the power of WordPress.

Executive Team.



Brad Williams

CEO / Co-Founder

Co-founder and CEO of WebDevStudios, a co-host on the DradCast podcast, and the co-author of Professional WordPress (1E - 3E) and Professional WordPress Plugin Development.

Lisa Sabin-Wilson

COO / Co-Founder

Prior to joining WebDev, in November 2012, she was Founder and Creative Director at eWebscapes, a custom design studio that she ran since 2004. She is also the author of several WordPress-related books, including the best-selling *WordPress For Dummies*.



Lisa, Brad and the entire team at WebDev are friendly, honest, and always bring great solutions to the table. We've been really impressed with their development team's level of professionalism and expertise. They did a great job on building Crime Feed and we're looking forward to launching more projects with WebDev this year.

Jessica Wolfley // Discovery Communications



Leadership Team.

Our Directors at WebDevStudios have a proven record of leadership across the WordPress & web development industry. We have deep experience in building and delivering solutions for our clients.



Jodie Riccelli

Director of Business Development
Philadelphia, PA



Greg Rickaby

Director of Engineering
Enterprise, AL



Cristina Holt

Director of Project Management
St. Louis, MO



Jim Byrom

Director of Client Services
Menifee, CA



April Williams

Director of Operations
Philadelphia, PA

Our Team.



With over 30 employees spanning three countries, we pride ourselves in being a passionate, creative, innovative team!

We credit our strength and endurance to a **consistent approach** to managing our business, and to the **character of our people**.

Uber

Thank you to your team for such excellent work. This project was our first project together, but it felt like we were already long time partners. What a fun, professional group of people you have over there.

Mark Junkunc
Uber Technologies, Inc.



We actively contribute to the WordPress and BuddyPress **core code**, develop numerous plugins, while being sought after as international educational speakers.

WebDevStudios embraces the open source philosophy and community by giving back.

Discovery.

The first step is understanding your team's behavior. This stage will give us the foundation for moving forward and allow us to make recommendations for development of your project.

Our discovery process is comprised of three phases:

- **Identify Requirements:**
 - It is important that we understand your needs and requirements for your project. We accomplish this by conducting a series of collaborative meetings with you to collect critical information that helps us move to the next step of defining solutions.
- **Define Solutions:**
 - Once we have identified the goals and requirements for your project, we provide important technical and functional analysis. At this point, we understand what you need and can now answer the question of how we will build it. Our solutions are based in our technical experience and use the most innovative tools and technology.
- **Recommend Approach:**
 - We have now answered the What? and the How? but there are many factors to consider. The specific deliverables for the discovery phase vary by project and we agree on all terms, together, before the project kick-off. Typical items include a high-level functional requirements document and a cost proposal for complete project delivery.

Discovery Deliverable:

Upon successful completion of the Discovery Process, we will provide you with a comprehensive document called the Project Plan. This plan contains all of the requirements, goals and functional/technical specifications needed to build your project from start to finish.

This document captures the high-level details of the project, to include: project vision and scope, user functionality, and basic user stories or detail for expected user tasks, as well as the plan for Quality Assurance and User Acceptance Testing.

Development.

WordPress Setup & Configuration

Installation, setup, and configuration of the WordPress software on a secure hosting environment that has suitable caching and infrastructure that will satisfactorily scale for optimal results. WebDevStudios is happy to provide hosting recommendations if needed.

Accessibility

WebDevStudios baseline theme template, wd_s, is both WCAG 2.0AA and Section 508 compliant out of the box. WebDevStudios engineers are experienced in writing accessible code and will ensure that your theme will meet both WCAG 2.0AA and Section 508 accessibility standards upon delivery.

Coding Standards

We believe in **best practice coding**, which means that we make sure that everything we build takes extensibility in mind. We want to make sure that your site stays functional and beautiful, no matter what future growth it goes through! Our key to development is to stick with a set of standards that ensures our work is well designed and implemented. By adopting best practices as our development standard, we ensure that it is **structured well, optimized, safe, and performant**.

WebDevStudios sets up a development environment for work on the new project. Clients are given access to the development environment where they are able to log in at any time to preview ongoing progress of the site. WebDevStudios adopts a collaborative approach to project development and looks to clients during the course of the active project phase for feedback to ensure that the project is meeting expectations.

WebDevStudios will follow both the [WordPress Coding Standards](#) and our own [internal standards](#) for PHP, HTML, CSS, and JavaScript– which will result in a modern, accessible, responsive WordPress theme. WebDevStudios also follows the Wordpress Coding Standards when building custom plugins to add custom functionality to the website or enhance the theme.

WebDevStudios employs version control by using Git to manage the project code base and a build process for code validation, testing, and deployments.

Compatibility.

Your new website design is fully responsive, which means it looks and works great on all device sizes. Responsive design includes three default breakpoints for **Desktop, Tablet, and Smart Phone**.

Use of modern coding standards and best practices of media queries, image resizing and touch friendly objects, elements and navigation will be used to ensure maximum compatibility and a seamless device experience. WebDevStudios takes care when it comes to performance optimization and WordPress by leveraging the caching mechanisms in place in core to cache data wherever possible and feasible.

WebDevStudios currently supports the browsers listed below:

Latest Windows	Latest macOS
<ul style="list-style-type: none">• Chrome• Firefox• Edge	<ul style="list-style-type: none">• Chrome• Firefox• Safari

Latest iOS	Latest Android
<ul style="list-style-type: none">• Safari	<ul style="list-style-type: none">• Chrome

A note about plugins:

WebDevStudios prides itself in its unique ability to solve challenges with custom development. There are certain situations, however, where it makes sense to use one of the fully vetted plugins available for WordPress. Plugins are a way to extend the functionality of WordPress and make the admin panel easier to manage.

WebDevStudios investigates plugins and add-ons for WordPress to ensure proper function with the current version of WordPress, security, hardening, and best practices. Plugins utilized in this project are from our approved plugin list - - additional plugins requested by the client will undergo a full review and may be rejected should we find problems. WebDevStudios will do our best to recommend alternate solutions for requested plugins that do not pass our code review test. This policy is in place for your protection and ours.

Training and Support.



Training

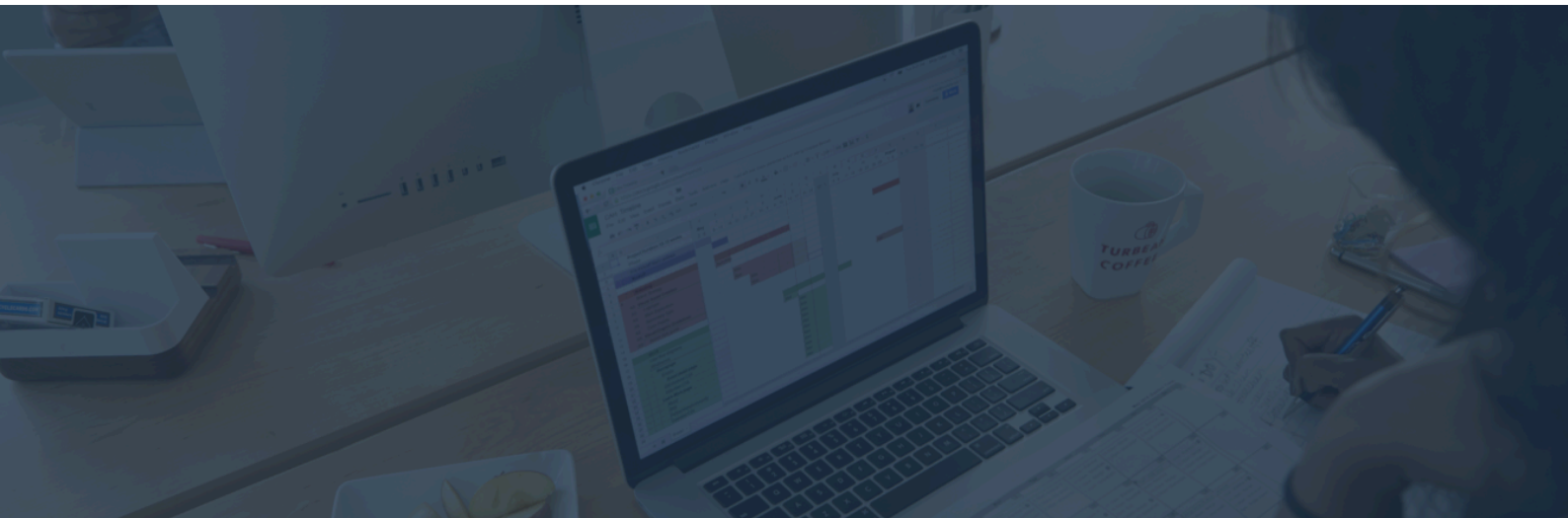
Following the development of your new website, the most important thing you can do is keep it current and up to date. One of the huge advantages of WordPress as a content management system is that it allows the owner of the website to easily add, edit, and delete content. Therefore, we want you to be fully comfortable using your new website. A WebDevStudios team member will walk you through your website in an online training session. The training session will be recorded so that you can refer back to it in the future. Additionally, our development team will provide you with written documentation to accompany your training. The written documentation can be distributed to the owner/operators to use as a guide for using the website following launch.

Support

Support is included for a period of 30 days from project approval. This Agreement includes minor maintenance and bug fixing over a 30-day period. If Client or an agent other than WD3, LLC attempts updating the code, time to repair any resulting defects, errors or damage to the affected web pages will be assessed at the hourly rate and is not included as a part of the regular maintenance covered by the Maintenance Period. This 30-day period commences one day after the site is complete and cleared by client. Please note this could occur prior to launch if launch is delayed for any reason.

Changes requested by Client beyond the expiration of the 30-day period will be billed at WD3, LLC's hourly rate. This rate shall also apply toward additional work authorized beyond the maximums specified in this proposal for such services as: general internet orientation education, web page design, editing, art, photo, graphic services, and helping Client learn how to use their own web page editor (when applicable). WD3, LLC is not responsible for the functionality or maintenance of the website after the Project is completed and the 30-day warranty period has expired unless a separate Extended Maintenance Contract is executed.

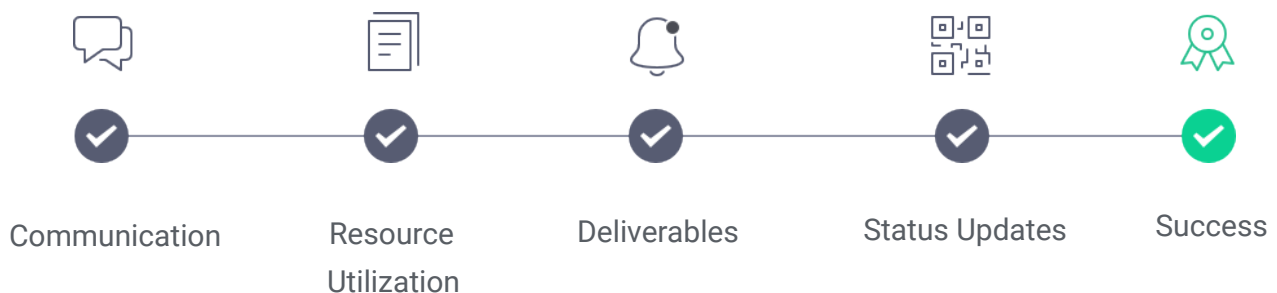
Project Management.



Your project will be managed by a dedicated Account and Project Manager. Your Account Manager will oversee the project as a whole throughout the entire lifecycle to ensure you are feeling comfortable and confident during the project. Your Project Manager will be the main point of contact during the project lifecycle, managing the requirements, implementation, milestones and the project timeline.

Your dedicated Project Manager will manage all communication, correspondence, and progress reporting via our Project Management tool. All team members have access to this secure environment for tracking tasks, progress, sharing of files and communication.

A detailed project schedule will be completed upon engagement, and we will track against that schedule throughout the project lifecycle. Status updates will be provided weekly outlining our progress and reports will be provided upon request.



QA/UAT and Testing.

WDS is committed to continuous quality improvement.

All code produced undergoes a thorough internal code review with a focus on modern coding standards, security, and performance.

QA/UAT is performed by engineers and designers who were not involved in the actual build. This guarantees a fresh set of eyes when reviewing and comparing feature requirements with the final product.

- **Visual & Browser**

Utilize modern tools to test against major browsers & devices to ensure it looks great & functions as expected.

- **Accessibility Testing**

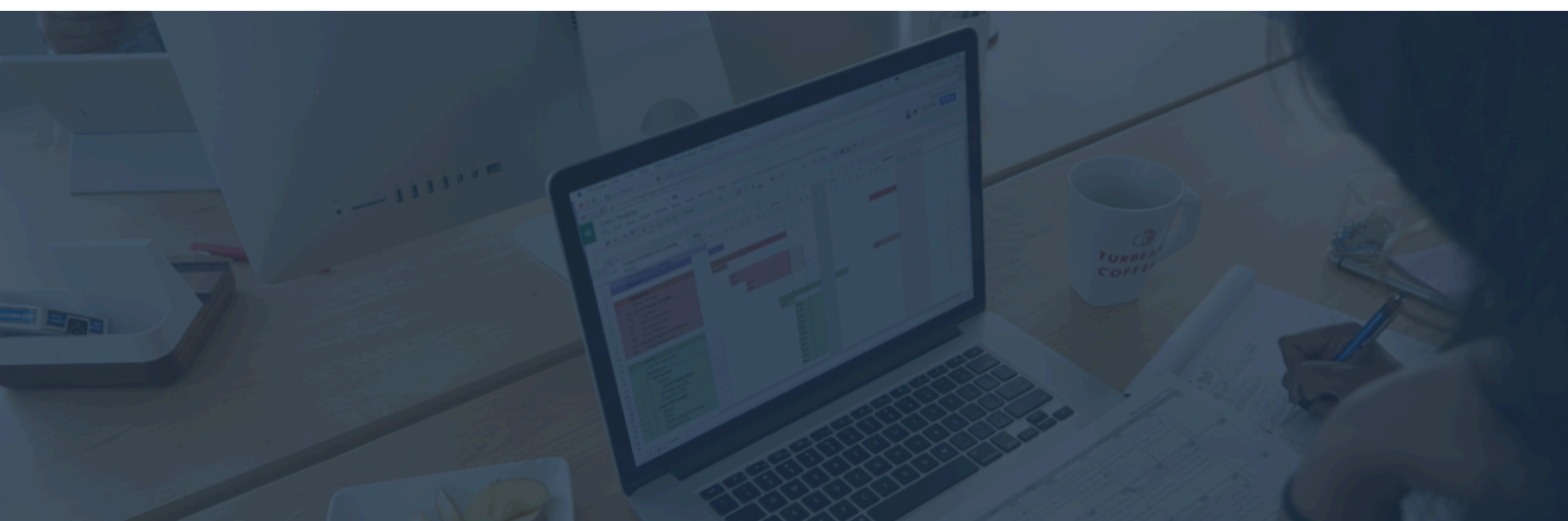
Use tools such as Tenon.io and Lighthouse ensure the site is meeting accessibility standards.

- **Performance Testing**

Use tools such as New Relic, Google Page Speed, WebPageTest.org, and Lighthouse to help us optimize the speed of site.

- **Standards and Security Testing**

Use PHPCS, ESLint, and Sass-Lint to ensure the theme and plugin files are properly secured and formatted to meet WordPress standards, SSL certificates are set up on the host environment (when applicable), and verify that all error messages are mitigated before delivery.



Migrations.



Whether you're migrating from legacy to new architecture, we're here to help.



Retain Inbound Traffic

You want to make sure all the links to your website that exist in search engines today still work and you are not losing any critical inbound traffic. Our process ensures you will not lose any traffic by making sure the proper redirects and permalink matching is in place.



Multiple Sources

If you have data on multiple different platforms, we can combine it all into one WordPress site or WordPress Multisite network. We have extensive experience with compiling data from multiple sources.



Custom Source

Whether your content is in a database (MySQL, SQL Server, Oracle—you name it!), a web based system (via an API), or an exported file, we can import it all into WordPress.



Multisite

Make managing multiple websites simple and straightforward by letting us combine your sites into a WordPress Multisite. You'll never have to update your sites one by one again!

Our Recommendations.



Design

- Style Guide
 - From font selections to button functionality, the style guide is the first step in bringing your website to life. You will walk away with expertly crafted branding guidelines to align your marketing with your company's new online home.
- Mockups
 - Our team of designers will create full mockups based on a series of design discovery meetings including the following pages:
 - Homepage
 - Content Single Page

Frontend Development

- Global Elements
 - Global Header and Global Footer
 - Global Navigation
- Build out of all page templates including
 - Homepage
 - Content Archive Page
 - Content Single Page
 - Event Main Page
 - Event Single Page
 - Creation of Custom Post Type for events allowing the admin to easily add, edit, and delete events.
 - Contact Page
 - Ancillary Pages
 - 404 Page
 - Search Results Page

Other Development

- Embed Constant Contact or Marketo email signup form

Our Recommendations continued.

- Forms will be created by client in Constant Contact or Marketo and client will provide code allowing WDS to enter them into the website.

Site Launch

- Launch Prep and Deployment.

Notes

- Client will enter all content manually therefore no data migration is needed.
- Content should support YouTube video embeds and SoundCloud embeds. Podcasting service may change, but must support embedding.
- Page Template should allow for fixed "ad" placement. Fixed "ad" will be manually set content by the admins.

Timeframe.

To complete the work outlined in the project scope, we'll need approximately 6 weeks from receipt of contract to project launch. Timeline may be adjusted depending on receipt of feedback at each milestone.

Upon signing the proposal, you will be introduced to your Account Manager. Your Account Manager will contact you to coordinate your start date.

Phase	Schedule
Project Management	Week 1 - 6
Discovery	Week 1
Design	Week 2
Development	Week 3-5
Testing & QA	Week 6
Training	Week 6
Launch	Week 6
30 Day Support	Following Launch

Your Investment.

Below is the budget we've estimated based on the scope of services outlined in this proposal. If you have any questions about our pricing or need to increase or decrease the scope of work, please contact us.

The estimate provided is based on the information and specifications provided and it is understood that *the estimate of time and price may to change to meet final requirements if a substantial amount of new information is introduced during discovery.*

Description	Price
Discovery Phase Series of in-depth meetings with the development team and detailed project plan.	\$1,312.50
Design Initial high-fidelity mockups with two rounds of revisions, mobile comp, and style guide.	\$2,625
Development Custom development including:	\$16,625
Project Management Progress updates and milestone tracking.	\$2,050
Quality Assurance Cross browser and device testing.	\$2,050
Total	\$24,662.50

Payment Structure.

Payment is due on dates published below.

It is essential payment is received on time to guarantee development schedule is not delayed.

Description	Amount	Due
Initial deposit for project start	40%	upon agreement
3 week following project start	40%	Net-15
6 weeks following project start and before launch	10%	before launch

All payments must be completed before the website is launched.

The terms of the proposal shall be effective for 30 days after presentation to Client. In the event Client does not execute the Agreement within the time identified, the terms and conditions and deliverables, may be subject to amendment, change or substitution.

Offers and quotes made by WebDevStudios and WD3, LLC to potential clients should be treated as trade secrets and remain the property of WD3, LLC. Such offers and quotes or the information contained within them shall not be passed to third parties or publicly disseminated without prior written authorization from WD3, LLC. This includes, but is not limited to, technical features, functionality, aspects of the design, and pricing information provided to Client by WD3, LLC.

WD3, LLC Master Services Agreement

This Contract is made June 10, 2019 between WD3, LLC, a Pennsylvania limited liability company and CLIENT identified as follows:

Name: Kristine Colosimo

Business Name: Workato

Address:

Phone:

City:

Website:

State/Zip:

Email: kristine@workato.com

Pursuant to this Agreement, Client is hereby engaging WD3, LLC as an independent contractor for the specific purpose of performing the Services described in detail in the Scope of Services section defined as Appendix A. The Agreement becomes effective only when signed by both parties.

1.0 Definitions

1.1 "Agreement" means the entire content of this contract together with any other supplements designated below, together with any exhibits, schedules or attachments hereto.

1.2 "Client Content" means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables, including copy, graphic images, registered company logos, names and trademarks, or any other material it supplies

1.3 "Copyrights" means the property rights in original works or authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright laws.

1.4 "Deliverables" means all services and the work product to be provided by WD3, LLC to Client as described and otherwise further defined in Appendix A.

1.5 "Final Deliverables" means the final versions of Deliverables provided by WD3, LLC and accepted by Client.

1.6 "Project" means the scope and purpose of Client's identified usage of the work product as described in Scope of Services section.

1.7 "Services" means all services and the work product to be provided to Client by WD3, LLC as described and otherwise further defined in Appendix A.

1.8 "Trademarks" means trade names, words, symbols, designs, logos or other devices or design used in the Final Deliverables to designate the origin or source of the goods or services of Client.

2.0 Authorizations and Publicity

Client authorizes WD3, LLC to publicize its completed website to Web search engines provided that Client has approved such publicity, such approval not to be unreasonably withheld.

3.0 Fees and Expenses

3.1 Payment of Fees. The fees set forth in the Payment Structure section of Appendix A payable by Client to WD3, LLC are due and payable on the schedule provided. In the event that development is being performed on WD3, LLCs servers, the website shall be transferred to the Client server and launched within 5 business days upon WD3, LLC receipt of the final payment at a time and date agreed upon by WD3, LLC and the Client. WD3, LLC reserves the right to continue hosting the website on the development server until final payment is made.

3.2 Additional Costs. Any additional project costs must be pre-approved in writing by Client. Any expenses advanced by WD3, LLC that have been pre-approved by Client will be due along with the remaining balance due upon completion, but prior to release of final product.

3.3 Invoices. All invoices are due per the schedule outlined in Appendix A. An additional \$50.00 USD service charge is payable on all overdue balances past 30 days. In the event collection proves necessary, Client agrees to pay all reasonable fees, including reasonable attorneys' fees, incurred by WD3, LLC in the collection process. WD3, LLC reserves the right to withhold delivery and transfer, if any, of Deliverables until all payments that are due have been paid in full.

All grants of any license to use and/or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon WD3, LLC receipt of payment in full which shall be inclusive of any additional costs that have been approved pursuant to Section 3.2 hereof.

3.2 Additional Costs. Any additional project costs must be pre-approved in writing by Client. Any expenses advanced by WD3, LLC that have been pre-approved by Client will be due along with the remaining balance due upon completion, but prior to release of final product.

3.3 Invoices. All invoices are due per the schedule outlined in Appendix A. An additional \$50.00 USD service charge is payable on all overdue balances past 30 days. In the event collection proves necessary, Client agrees to pay all reasonable fees, including reasonable attorneys' fees, incurred by WD3, LLC in the collection process. WD3, LLC reserves the right to withhold delivery and transfer, if any, of Deliverables until all payments that are due have been paid in full.

All grants of any license to use and/or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon WD3, LLC receipt of payment in full which shall be inclusive of any additional costs that have been approved pursuant to Section 3.2 hereof.

The Contract becomes effective only when signed by WD3, LLC. Regardless of the place of signing this Contract, Client agrees that for purposes of venue, this Contract was entered into in Philadelphia, Pennsylvania, and any dispute will be litigated in Philadelphia, Pennsylvania.

4.0 Client Responsibilities

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: (a) coordination of any decision-making with parties critical to the time line, including WD3, LLC and any other third party involved in the Project; (b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, as outlined in Scope of Services and in a timely manner as not to delay the development time line.

5.0 Completion of Project

5.1 Completion of the Project. WD3, LLC warrants completing the Project as agreed with Client, and will not charge more than the amount agreed upon in the Appendix A unless Client has varied the specifications of the Project subsequent to the initial execution of the Agreement. WD3, LLC will not undertake changes to the specifications of the Project that would increase the cost, without prior written authorization from Client.

5.2 Supply of Materials. Client agrees to supply all Client Content and related materials and information required for WD3, LLC to complete the Project in accordance with Appendix A. In the event Client's failure to supply such materials leads to a delay in completion of the Project, WD3, LLC has the right to extend previously agreed timeliness for milestones toward for the completion of the Project by a reasonable period of time, taking into account the magnitude of the Client delay. Where Client's failure to supply materials prevents progress on the Project exceeds 21 days, WD3, LLC has the right to invoice Client for the amount of the Project already completed.

5.3 Approval of Work. Upon WD3, LLC completion of the Project, Client will be notified and have the opportunity to review the Deliverables. If the Deliverables substantially comply with the relevant portions of any applicable Appendix or Scope of Work, Client shall be responsible for making the final payment to WD3, LLC as well as sign the Completion of Service document.

Client shall notify WD3, LLC in writing of any unsatisfactory points within seven (7) days of receipt of such notification. Any part of the Project which has not been reported in writing to WD3, LLC as unsatisfactory within the 7-day review period will be deemed to have been approved for the purpose of payment; provided, however, that any bugs later identified during within the Maintenance Period pursuant to Appendix A shall be remedied by WD3, LLC with no additional charge. The Agreement will remain in effect until all obligations have been completed in terms of this clause.

5.4 Rejected Work. If Client rejects the Project within the 7-day review period, or will not approve subsequent work on the Project performed by WD3, LLC to remedy any points reported by Client as unsatisfactory, and WD3, LLC considers that Client to be unreasonable in its repeated rejection of the Project, the Agreement will be deemed to have terminated and any dispute shall be subject to the applicable provisions hereof.

5.5 Client's Alterations. There shall be no charges to Client for revisions or corrections or additions due to errors or omissions on the part of WD3, LLC. Any other material changes requested by Client shall be considered Client's Alterations if they are requested after acceptance of Appendix A. WD3, LLC will invoice Client at its rate provided under Appendix A for correction of errors for which WD3, LLC is not responsible, including, but not limited to, malicious modification of the website by a third party and typographical errors contained in materials provided to WD3, LLC by Client as well as any Client's Alterations or any other changes in original assignment requested by Client.

Client must approve, in writing, any additional work to be charged for Client Alternations prior to the initiation thereof. Client shall offer WD3, LLC the first opportunity to make any changes to the website. WD3, LLC understands that Client may request, subject to the provisions of this paragraph regarding additional compensation to WD3, LLC, significant design changes to pages that have already been built to Client's specification.

5.6 Third Party or Client Page Modification. Some clients desire to independently edit or update their web pages after completion of the site. WD3, LLC is not responsible for any damage created by Client or Client's agents. Any necessary repairs will be assessed at WD3, LLC's hourly rate with a one hour minimum charge.

5.7 Browser and Device Support. WD3, LLC only supports the latest browsers. Newer website features often do not run effectively on older browser versions. Front end design and user experience to encompass a device agnostic approach and provide a seamless experience for the user, regardless of device: desktop, tablet and smartphone/mobile through a responsive design approach. Except where specifically indicated, WebDevStudios currently supports the latest two versions of the browsers.

Your new web site design is fully responsive, which means it looks and work great on all device sizes. Responsive design includes three default breakpoints for:

- Desktop
- Tablet
- Smartphone

If Client requires compatibility with a browser other than these, support will be provided at WD3, LLC's hourly rate and due upon completion.

6.0 Relationship of Parties

6.1 Independent Contractor. WD3, LLC is an independent contractor, not an employee of Client or any company affiliated with Client. WD3, LLC shall provide the Services under the general direction of Client, but WD3, LLC shall determine, in its sole discretion, the manner and means by which the Services are accomplished.

This Agreement does not create a partnership or joint venture and neither party is authorized to act as an agent or bind the other party except as expressly stated in this agreement. WD3, LLC and the Deliverables prepared by WD3, LLC shall be deemed a work-for-hire as that term is defined under Copyright Law.

6.2 No Solicitation. During the term of this Agreement, and for a period on one (1) years after the expiration or termination of this Agreement, both parties agree not to solicit, recruit, engage, or otherwise employ or retain , on a full-time, part-time, consulting, work-for-hire, or any other kind of basis, any employee or contractor of the other, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, the parties agree that the party losing such employee or contractor shall be entitled to an agency commission to be twenty-five percent (25%) of compensation paid to said person.

6.3 No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by WD3, LLC, and WD3, LLC shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the services offered by WD3, LLC.

7.0 Intellectual Property

7.1 Confidential Information. Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Confidential Information shall include offers and quotes made by either party to potential clients including, but not limited to, technical features, functionality, aspects of the design, and pricing information.

Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information except as may be necessary to perform its obligations under Appendix A as may be required by a court or government authority. Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party, without an obligation of confidentiality.

7.2 Copyrights and Trademarks. Client will obtain all necessary permissions and authorities in connection with the use of all Client Content provided including all copy, graphic images, registered company logos, names and trademarks to WD3, LLC for the Project. The execution of this Agreement between WD3, LLC and Client shall be regarded as an unconditional guarantee by Client to WD3, LLC, LLC that all such permissions and authorities have been obtained and that the inclusion of such material in the Project would not constitute a criminal offense or otherwise violate or infringe the contractual, intellectual property or other rights of any third party. By agreeing to these terms and conditions, Client removes the legal responsibility of WD3, LLC for, and indemnifies it from any claims or legal actions in any manner related to the content of Client's website and/or the Project, or WD3, LLC's use of or incorporation of Client Content in any Deliverables.

7.3 Representations and Warranties. Client represents and warrants to WD3, LLC that (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content, including the domain names provided for the Project, (b) to the best of Client's knowledge, the Client content does not infringe the rights of any third party, and the use of the Client Content as well as any Trademarks in connection with the Project does not violate the rights of any third parties, (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

WD3, LLC hereby represents and warrants to Client that (a) all services which WD3, LLC has committed to provide until the Agreement shall be completed in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services, (b) the Deliverables shall be the original work of WD3, LLC, and shall not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside the scope or for any purpose not identified in Appendix A or this Agreement or contrary to the terms and conditions noted herein, the representation and warranties of WD3, LLC shall be void as to such usage, (c) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, WD3, LLC MAKES NO WARRANTIES WHATSOEVER AND EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL, WRITTEN OR STATUTORY, 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.

7.4 Liability. Each party (the "Indemnitor") agrees to indemnify, save and hold harmless the other (the "Indemnified Party") from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Indemnitor's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances the Indemnified Party shall promptly notify the Indemnitor in writing of any claim or suit; (a) the Indemnitor shall have sole control of the defense and all related settlement negotiations; and (b) the Indemnified Party shall provide Indemnitor with commercially reasonable assistance, information and authority necessary to perform Indemnitor's obligations under this section. The Indemnitor shall reimburse all reasonable out-of-pocket expenses incurred by the Indemnified Party in providing such assistance.

7.5 Limitation of Liability. OTHER THAN AS SET FORTH IN SECTION 8.3 HEREIN, THE SERVICES AND THE WORK PRODUCT OF WD3, LLC ARE SOLD "AS IS." SUBJECT ONLY TO SECTION 8.4, IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF DESIGNER, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES, 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 AMOUNT PAID BY CLIENT TO WD3, LLC UNDER THIS CONTRACT. IN NO EVENT SHALL WD3, LLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OF THE SERVICES PROVIDED BY WD3, LLC, EVEN IF WD3, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.6 Domain Name. All domain names for the Project will belong to Client.

7.7 Ownership to Web Pages and Graphics. Copyright to the finished assembled work of web pages and graphics produced by WD3, LLC shall be completed as a work for hire and upon final payment will be owned by Client.

Upon final payment of this Agreement, website ownership shall be transferred to Client, including all rights to the design, source code, mock-up files, text, contained in the Final Deliverables. WD3, LLC shall complete any document reasonable requested by Client to secure a copyright in the site. WD3, LLC retains the right to display all designs as examples of their work in their respective portfolios.

8.0 RIGHTS AND RESPONSIBILITIES.

8.1 Assignment of Project. Subject to receiving Client's prior written approval, WD3, LLC reserves the right to assign certain subcontractors to the Project. When subcontracting is required, WD3, LLC will only use industry recognized professionals.

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8.2 Force Majeure. WD3, LLC shall not be deemed in breach of this Agreement if WD3, LLC is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of WD3, LLC or any local, state, federal, national, or international law, governmental order or regulation or any other event beyond WD3, LLC's control (collectively, "Force Majeure Event") . Upon occurrence of any Force Majeure Event, WD3, LLC shall give notice to Client of its inability to perform or of delay in completing Services and shall propose revisions to the schedule for completion of the Services. In the event a Force Majeure Event continues beyond sixty (60) days, Client shall have the right to terminate the Agreement.

8.3 Events Beyond WD3, LLC's Control. WD3, LLC does not warrant the functions of the website will meet Client's expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and/or error-free. WD3, LLC shall not be held responsible for occasional downtime of email or website due to line interruptions, software, hardware, or electrical failure, natural events such as fire, and/or other instances beyond WD3, LLC's control. WD3, LLC does not host websites and will not be held responsible in the event of down-time.

8.4 Rights Upon Termination of Contract. WD3, LLC shall transfer, assign, and make available to Client all property and materials in WD3, LLC's possession or subject to WD3, LLC's control that are the property of Client, subject to payment in full of amounts due pursuant to this Agreement. WD3, LLC also agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements, and other arrangements with advertising media, suppliers, talent, and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.

8.5 Termination for Convenience. In the event Client terminates this Agreement for its convenience in writing, Client shall pay for all Work completed at the hourly rate stated in Appendix A. The amount due will be first deducted from the down payment, and Client shall pay any amounts due in excess of the amount of the down payment within ten (10) days after the date of termination. In the event that the amount due is less than the amount of the down payment, WD3, LLC will refund the balance to Client within ten (10) days after the date of termination.

8.6 Default. In the event of any default of any material obligation by or owned by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within ten (10) days of the written notice, then the non-defaulting party may terminate this Agreement.

8.7 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery service.

8.8 Laws Affecting Electronic Commerce. From time to time, governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees that Client is solely responsible for complying with such laws, taxes, and tariffs.

9.0 Interpretation

9.1 Severability. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

9.2 Litigation. Any dispute arising from this Agreement will be litigated in Philadelphia, PA. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

9.3 Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

9.4 Entire Agreement. The undersigned hereby agrees to the terms, conditions, and stipulations of this Agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of both parties, and the sole agreement between WD3, LLC and Client regarding this website. Any additional work not specified in this Agreement, must be authorized by a written change order. All prices specified will be honored for thirty (30) days after both parties sign this Agreement. Continued services after that time will require a new agreement.

Acceptance.

WebDevStudios has the experience, approach and personnel to be your partner of choice on this important initiative. In addition, our company's culture is client focused - working in partnership to make our clients successful. We recognize that the success of our clients directly reflects our own success and we work hard to create long-lasting, successful business relationships. We appreciate the opportunity to provide our services to you and look forward to answering any questions you may have about this proposal.

By signing below, each party represents that it has read and agrees to the terms of this Agreement in its entirety.



SIGNATURE
Brad Williams

Brad Williams, CEO
WD3, LLC
June 10, 2019



Kristine Colosimo

2019-06-10 18:49:39

Kristine Colosimo
Workato
June 10, 2019