

Autumnbridge Media, LLC

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Web Design and Consulting Reciprocal Agreement between Client and Autumnbridge Media, LLC Signatures and information required at the end of this document

Client agrees and acknowledges:

- **Non Exclusivity** – Autumnbridge Media LLC is an independent publishing and media marketing company and may be contracted to work with other persons and businesses, including those who may be competitors of the Client. Client shall make no non-compete provisions for any services rendered by Autumnbridge Media LLC.
- **Right to Subcontract** - Autumnbridge Media LLC reserves the right to assign subcontractors to portions of a project, or a project in its entirety.
- **Interruptions, Errors, and Limited Liability** – Neither Autumnbridge Media LLC nor any of their owners, employees, contractors, or agents, warrant that the functions contained in web design projects, third party online services, web hosting, etc, will be uninterrupted or error-free. The entire risk as to the quality and performance of the project is with the Client. In no event will Autumnbridge Media LLC be liable to the Client for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service, distribution provider, third party vendors, or any other circumstances beyond our reasonable control. Autumnbridge Media LLC shall not be held liable for any lost profits, lost savings or other incidentals, consequential, punitive, or special damages arising out of the operation of or inability to operate their website, publication or project, failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, your or your site visitor's computer or internet software, even if Autumnbridge Media LLC has been advised of the possibility of such damages.
- **Internet Commerce Law** - Client is solely responsible for complying with any applicable laws, taxes, and tariffs which may be applicable for any service contemplated herein, and will hold harmless, protect, and defend Autumnbridge Media LLC and their subcontractors from any claim, suit, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.
- **Copyright and Permissions** - Client unconditionally guarantees that all elements of text, graphics, photos, designs, trademarks, or other content or artwork furnished to Autumnbridge Media LLC for inclusion in contracted projects or tasks are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Autumnbridge Media LLC and their subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.
- **Domain Names and Web Hosting** - Autumnbridge Media LLC does not provide Domain Name Registration nor web hosting services in connection with projects or services. Domain Name Registration and Hosting services require a separate contract with a registrar/hosting service. The Client will be solely responsible for any and all hosting service charges. Autumnbridge Media LLC's preferred hosting service is through Tiger Technologies (www.tigertech.net). Support interactions between

Autumnbridge Media LLC and Tiger Technologies shall not count as billable or deducted time when Tiger Technologies is used. If another hosting service is used, an additional pre-paid, non-refundable \$100 setup fee shall apply, and all technical support interactions between Autumnbridge Media LLC and Client's hosting company shall be billed at the agreed upon hourly rate, and time will be deducted from any prepaid retainer. Should another web hosting service be selected, The Client agrees to select a hosting service which allows Autumnbridge Media LLC full administrative access to the Client's account to set up MySQL database functions, email address setup, and FTP access.

- **Administrative Contact for Domain Names and Hosting Accounts** - Client agrees to allow Autumnbridge Media LLC to act as the Administrative Contact for both Domain Name Registratin and Web Hosting accounts in which Autumnbridge Media LLC is contracted for services. Administrative Contact information for domain names and hosting shall revert back to the Client (owner) upon termination of the contract relationship, or 180 days (6 months) of inactivity after all pre-paid time blocks have been used or are expired.
- **Liability and Damages** – Client agrees to hold Autumnbridge Media LLC harmless from liabilities and losses incurred from Client business or any contracted third party which may result from portions of completed work or projects completed or in progress.
- **Payment Considerations** – Client agrees to make timely payments based on agreed upon additional covenants made in attachments to this agreement. Project work is completed based on a retainer of pre-paid time, which is tracked in an online Client Portal web page. Project work will not be completed if prepaid time has been used or is expired, and Client understands that continuance of work is dependent on the availability of prepaid time.
- **Timeliness of Web Site Completion** – Client agrees to provide sufficient content and to be in communication with Autumnbridge Media LLC to complete a web design project within a timely manner. Client acknowledges all initial pre-paid time blocks purchased for web design projects shall expire in 365 days (1 year) from date of purchase, with no refunds for unused time. After initial web design project is completed and published (or if time is purchased for general consulting, maintenance, or edits only of an existing web site), all subsequent purchased pre-paid time blocks for maintenance, edits, updates, and consulting shall have no expiration.
- **Personal Computer, Data, and Content** – Client agrees to keep their own backups of all data, photographs, artwork and content. While content placed on external web servers is subject to hosting company policies and agreements, Autumnbridge Media LLC shall not hold content and data indefinitely for clients, and shall not be responsible for losses of client data, content, photographs, or settings unrelated to content placed on hosted web servers (or for deleted content as a result of failure to pay web hosting charges to a web hosting company). Autumnbridge Media LLC is not responsible for any client losses due to client personal or business computer hardware or software malfunction or failure. Autumnbridge Media LLC cannot provide technical support for any personal desktop or laptop computer, nor its installed hardware or software.
- **Email and Phone communications** – All requests and communications via email between Client and Autumnbridge Media LLC may be communicated free of charge. Autumnbridge Media LLC reserves the right to deduct prepaid time for telephone calls and email correspondence with third parties in the fulfillment of Client tasks requested. Initial project phone consultations shall be free of charge or of billable time. Client agrees that all telephone consultations or in-person meetings beyond initial consultation (including travel time if applicable) are subject to a deduction of pre-paid time, unless these consultations are specified otherwise in any attachments to this agreement. All phone consultations and in-person meetings shall be scheduled in advance. If a scheduled telephone or in-person meeting is cancelled or missed by the Client without 24 hour notice, all missed appointments or scheduled phone conversations subject to a 30 minute deduction from prepaid time.
- **Wordpress Maintenance and Malware Mitigation Requirement** – Client agrees to allow Autumnbridge Media LLC to use portions of pre-paid time to make security updates to all Wordpress sites on a minimum quarterly basis to prevent malware and virus threats. Client may also contract with Autumnbridge Media LLC for monthly updates of Wordpress versions and plugins for an additional yearly renewable subscription (Protection Plus Coverage). Should the Client website become infected or unusable due to malware, all Protection Plus subscribers shall receive malware repairs and restoration of

web sites from the last clean backup (as performed by Tiger Technologies as the hosting company) as a part of their subscription at no additional cost or deductions of time for repair service. Protection Plus Coverage is only available for clients who use Tiger Technologies for web hosting. **If Client is not a Protection Plus Coverage subscriber and does not have sufficient time remaining in their account (4 hour minimum), Client may contract with Autumnbridge Media LLC for malware repair and mitigation for a one-time flat cost of \$180.**

- **Limited Support for Web Sites Using Outdated Versions of Wordpress** – Clients seeking support and maintenance for sites with significantly outdated versions of Wordpress must agree to Wordpress and related plugin upgrades as a part of any new maintenance and support request. Prepaid time shall be deducted for these upgrades, in addition to any requested change or edit. Autumnbridge Media LLC reserves the right to refuse or cease support and maintenance for significantly outdated Wordpress-driven sites on a case-by-case basis.

Autumnbridge Media LLC agrees and acknowledges:

- When providing web design services, to provide a design project using the most recent version of Wordpress, that is compatible with WC3 web standards, and the addition alt tags to images to comply with internet standards for people with disabilities.
- When providing web design services, to make every effort to provide for current cross-browser compatibility. Autumnbridge Media LLC makes no guarantee of complete compatibility with new or previous Microsoft Internet Explorer browsers which may drastically deviate from WC3 web standards. In these cases, work-arounds will be researched and presented to the Client, but hold no guarantee of future browser compatibility.
- To communicate honestly when Client requests exceed their technical ability or fall outside of their expertise.
- To keep confidential, all Client data, photos, content, contacts, email lists, passwords, and all other information given and disclosed to Autumnbridge Media LLC in the completion of publishing, marketing, web design or web maintenance project. Information shall be held in the strictest confidentiality, and will never be shared with third parties, nor used for any other purpose than with the Client's design project.
- To complete emailed requests of web site maintenance and support tasks of 30 minutes or less within a 2-business day timeframe during weekdays (Monday-Friday Central Time), unless communicated otherwise.
- To communicate clearly and honestly regarding billable time requirements for Client requests, and to advise clients on date or time to completion of larger projects or tasks.
- To track all time for project or maintenance tasks on an accessible web site, open for client viewing at all times.
- To advise, as much as possible, on maintenance or editing tasks which may deplete Client pre-paid maintenance or banked time allotments.
- To provide non-billable communication via email between clients regarding current projects, possible future projects, quick questions.
- To track and disclose all billable telephone conversations with Client (if applicable), as well as communications with third parties on a secure, web accessible Client Portal.
- To provide consultation and support with regard to Client hosting account free of charge if client hosting is with Tiger Technologies (excluding malware mitigation or fixes). Autumnbridge Media LLC will also track and disclose all billable time spent in communicating with hosting providers other than Tiger Technologies in carrying out support functions for client project or maintenance tasks.
- To cordially and respectfully transfer data or documents to any other third party, designer, or provider, upon Client written or email request, should the Client wish to terminate the professional relationship.
- To notify Client in advance of any associated charges or time deductions if used in the transfer of data, documents, or technical aspects of a project to any third party, designer, or consultant upon the termination of the professional relationship.
- To notify Client of any future policy and billing rate changes at least 30 days in advance.
- To use Client publications, web designs, web sites, social media links, or client business name as links

on their website for portfolio or marketing, ONLY with express consent of Client unless specified otherwise in attachments below.

This agreement and any attachments for payment considerations for web design related projects, editing, and maintenance is approved and agreed upon by both parties:

Pre-Paid time blocks – Pay-as-you-go

\$220 per each 4-hour prepaid time block

\$595 per each 12-hour prepaid time block

\$895 per each 20-hour prepaid time block

Protection Plus Coverage Subscription

\$99/year for first Wordpress site

\$29/year for each additional Wordpress site

Initial time block to be used within 1 year (365 days). Subsequent time blocks for web design, ongoing maintenance, edits, and consulting shall carry no expiration, and time is deducted only upon use of time. Prices subject to change, and client will be given a 30-day notice on any future policy changes (including price changes for new blocks of time).

Client Information:

Name:

Address:

City:

State:

Zipcode:

Telephone Contact:

Email Contact:

Signature: _____ Date: _____
(Electronic Signature may be used as well)

Design and Consulting Provided by,

Autumnbridge Media LLC

Scott Schumacher

716 County Road 10 NE, Suite 152

Blaine, MN 55434

support@autumnbridgemediacom

612-516-3450

Scott Schumacher, for Autumnbridge Media, LLC

Authorized Signature: _____ Date: _____
(Electronic Signature may be used as well)