

WORDPRESS WEB DEVELOPMENT AGREEMENT

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Proposal prepared for:

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Project Background and Goals

Scope of Work

Included

wishes to hire White Label IQ LLC to create a Website. The specific requirements and the details as stated by the

Client are as follows:

- Use of Elementor PageBuilder
- Use of WordPress as the site admin and Content Management System.
- Migrate and populate up to XXXXX number of templated pages with content provided by the Agency
- Migrate and Populate up to XXXXX number of templated blog articles with articles provided by the Agency
- User Accounts as provided through WooCommerce
- E-Commerce

Excluded

- Website Content Creation
- Events Listings and management
- Complex Menu (Mega/Super Menu)
- Social Media Aggregate
- Google Maps integration
- User Registrations and Management
- Complex user management with multiple roles and access
- Complex Custom Animations
- CRM integration
- ERP integration
- Custom API Integrations and Development
- Custom plugin development
- Product Configurator
- AMP Optimization
- GDPR Compliance
- PCI Compliance
- HIPAA Compliance

Specifications

Plugin Defaults

White Label IQ LLC Will use the following plugins as required to facilitate functionality. As other plugins are required to meet the scope of work White Label IQ LLC will select plugins that are widely supported or determined the best selection meet requirements. The Licensing Fees for the plugins will be the responsibility of

- [Contact Form 7](#)
- [Auto Optimize](#)
- [Tiny PNG](#)
- [Word Fence](#)
- [Yoast SEO](#)

We will include the following plugins if the functionality is required:

- [Gravity forms](#)
- [Gravity Form ACF Field](#)
- [Contact Form 7 to Database Extension](#)
- [Advanced Custom Fields](#)
- [Elementor Pro Page Builder](#)
- [Slider Revolution](#)
- [WooCommerce](#)
- [Userway \(WCAG & ADA Compliance\)](#)
- Use default states or settings for all functionalities within the website. To meet requirements and functionality defined in the Scope of Work, changes of configuration will be made by White Label IQ LLC.
- Discourage search engines from indexing the site on our staging server
- Use the fonts that are in the design files we receive (if premium fonts are required they need to be purchased by the client and provided before development starts. If fonts are not provided at the time development starts, similar fonts from Google fonts service will be used)
- White Label IQ LLC Disable comments unless otherwise specified

Client Obligations

Design

Design Strategy

The visual strategy will be based on conversations between and White Label IQ LLC. and review with feedback regarding existing brand standards. As the design and organisation of a website is a strategic element, WhiteLabel IQ LLC will review, discuss and interview to establish a Creative Brief. The Creative Brief will inform and inspire ideas and concepts that will be presented to.

Design Presentation and Approvals

White Label IQ LLC will provide an initial round of designs that will include 2 primary pages from the site map. Unless specified in the scope of work, one design concept will be presented. The Initial review of the first round design presentation will seek feedback and approvals on the style, tone, look and feel. With this feedback WhiteLabel IQ LLC will continue to design additional unique pages, templates, and on-page elements.

1. Site Pages will use some of the same templates and design elements. Due to this, White Label IQ LLC will not provide a design review for all pages. Initially, a Homepage + 1 for approval of design direction.
2. Approvals of the initial design direction will be required before White Label IQ LLC moves into full development.
3. Once design and style are established, White Label IQ LLC will review unique pages with and provide additional review opportunities of secondary pages in the browser after development. Additional revisions will be managed in the browser using BugHerd.
4. We will provide Desktop designs for approval. In addition, We will create responsive layouts for mobile devices during the HTML development process. We will use a responsive design framework that allows designs to collapse to accommodate smaller desktop screens and mobile devices.
5. The user experience and User interfaces (UX/UI) are based on understanding users, the brand, and the tone/style portrayed during discovery conversations.
6. No complex functionality has been identified or included in this scope of work.
7. If needed, the client will provide stock photography direction to ensure proper tone look and feel and align with current brand standards.
8. Product images and all current media are to be supplied by

Included images assets

- Up to 10 Stock Images will be supplied. Additional Stock images will be billed individually at \$50 per image. Specific image requests not part of our subscriptions and services require an additional charge to accommodate the purchases.

NOT included

- 3D renders - Creation of new 3D renders if needed, will be provided through a separate agreement.
- Photo manipulation, composing, and modifications are not included.

SiteMap

- Before progressing into the design, the Sitemap structure with the total number of pages will require approval. In addition, changes to the site map that need a new design or website templates after approval will require a change order.

Current Sitemap includes:

ADD SITE MAP LINK _____

Content and Data Migration

All copy, products, and image assets will be culled as-is from the current website for the content population unless otherwise defined within this agreement as an included service for content creation. Deviations or alterations of content and design after the site has been populated must not exceed 10%. All content or assets must be delivered before the content population begins. Unexpected content not defined scope or defined in the current live sitemap will incur additional costs and delays in deliverables within the timeline agreed upon. Migration of Customer Data is not included unless specified in the scope of work.

Technical SEO

During development, our standard inclusions for technical SEO are listed below. Ongoing SEO optimization and reporting are not included in the scope of work. An additional agreement with a separately defined and ongoing scope of work can be established.

- Implementation of Metadata
- configuration of 301 redirects as supplied by client
- Google Mobile Responsive
- XML Sitemap
- Robots.txt
- Custom 404 Error Page

- 301 Redirection - URL Redirection if any & non www to www
- Broken URLs
- SSL Certificate/HTTPS

Inherent Mobile Design & Responsiveness

Utilizing responsive design and development methods, the website will be crafted to work on mainstream mobile devices within the last 1 year. The responsive design will accommodate mainstream mobile devices such as smartphones and tablets. Optimization for niche mobile devices and wearable devices like smartwatches is not included in the defined scope of work.

Feedback and Revisions

Reviews are limited to 2 rounds of structured revisions. Feedback will be provided through non-verbal collaboration-based feedback platforms to consolidate revisions requests and provide transparency. BugHerd will be the primary platform for collaborative feedback, and additional meetings for review and verbal guidance and direction will be scheduled.

Theme options and customizability may be limited to specific functionalities defined in this scope. Functionality or feature requests above and beyond those listed in the budget or the functionality specs may be considered out-of-scope, and an amendment to the budget will be recommended.

Optimization and Performance

Best practices will be used to ensure the site is optimized for page load speed. No specific speeds are guaranteed as choices for images, tracking scripts, plugins and other requirements for the site development will affect the site load times and are not controllable by White Label IQ LLC.

Standard Inclusions:

- Use a CDN to reduce latency if service is provided within the website hosting or the client.
- Simplify code to make fewer HTML requests
- Compression of Image assets
- Minify JavaScript and CSS by removing unnecessary characters from code to reduce its size and improve load time
- Move stylesheets to the top and scripts to the bottom of the page to speed up download and page display.
- Compress components with gzip

ADA Compliance

The website at the time of launch will employ best practices as defined by White Label IQ LLC to WCAG 2.1 Level AA conformance; this means the website is usable and understandable for most people with or without disabilities. To assist in reaching compliance, An 3rd Party Overlay service will be used.

- White Label IQ LLC will implement the User way third-party plugin to meet ADA compliance requirements according to specifications provided by the client.
- White Label IQ LLC will not advise on how various regulations might apply or how best to comply as White Label IQ LLC is not a legal expert. Certification and legal compliance can NOT be provided by White Label IQ LLC. is responsible to obtain and required certification.
- In accordance with the Americans with Disabilities Act (ADA), the acknowledges that White Label IQ LLC is not responsible for claims brought against the client under ADA website accessibility statutes and regulations.
- Accessibility is not a “one and done” issue. It must be maintained and periodically evaluated. Ongoing AA ADA compliance maintenance is not included and can be established in a separate agreement.
- 508 Compliance will be considered out of scope unless specified within the Scope of work of this agreement. (Section 508 requires that accommodations be made for federal employees and members of the public with disabilities who wish to access government Information and Communications Technology (ICT), including government websites and multimedia.)

Website Security

To ensure cohesive security of the site & its integrity during and post-launch the following security measures are used:

Standard Inclusions:

- Use Latest PHP Version
- Encourage Clever Usernames and Passwords
- Ensure Latest Versions or WordPress and plugins at launch
- HTTPS – SSL Certificate
- Installation of The Free Version of WordFence
- Hardening wp-config.php
- Disable XML-RPC
- Hide WordPress Version
- Brute force protection
- Protection against aggressive crawlers

Warranties

Developer Warranties

Developer represents and warrants that the Work Product does not and will not knowingly: (a) violate any law or regulation, including, without limitation, the laws and regulations governing export control; (b) be defamatory or trade libelous; (c) be pornographic or obscene; or (d) contain any viruses, Trojan horses, worms, time bombs or other computer programming devices which are intended to damage a user=s system or data or prevent the user from using same.

- The developer further represents and warrants that (a) it will use commercially reasonable efforts to ensure the Work Product will substantially conform to the expressed scope of work for a period of thirty (30) days after testing (provided Client makes no changes to the Work Product, the server, the hardware or any technology related to any of them; and (b) there is no outstanding contract, commitment, or agreement to which Developer is a party or legal impediment of any kind known to Developer which conflicts this Agreement or might limit, restrict or impair the rights granted hereunder.
- The developer does not warrant the Work Product to be error-free.

Client Warranties

Client represents and warrants that the Client Properties will not knowingly: (a) violate any law or regulation, including, without limitation, the laws and regulations governing export control; (b) be defamatory or trade libelous; (c) be pornographic or obscene; or (d) contain any viruses, Trojan horses, worms, time bombs or other computer programming devices which are intended to damage a user=s system or data or prevent the user from using same.

Client further represents and warrants that (a) Client has all rights necessary for the production, distribution, exhibition, and exploitation of the Client Properties as part of the Work Product consistent with the license granted in this Agreement; and (b) there is no outstanding contract, commitment or agreement to which Client is a party or legal impediment of any kind known to Client which conflicts this Agreement or might limit, restrict or impair the rights granted hereunder.

Hosting

We Recommend WP-Engine for hosting the website.

We will set up and configure a new webserver to host the website. Hosting and server setup and configuration are limited to the website. Additional servers for ERP management, middleman database management, or offsite server log retention are not included in this scope and will be managed within a separate agreement if required or requested.

Ongoing monthly and/or annual fees for Hosting will be the responsibility of the client.

Technical Support

Technical support includes updates for the latest versions of the software for the website as and when required during development and prior to launch to ensure both no loss of functionality and version compatibility. Support is invalidated if any structural change are made to the site by or their representatives. Support is also invalidated when or their representatives make any software or plugin updates.

Quality Assurance Testing

We will test each page template type for functionality, accessibility, and browser compatibility for mainstream browser releases up to 1 year old in major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), and Mozilla (Firefox.) We won't test in older versions unless agreed separately. If you need an enhanced design for an older browser or specific device, we will provide a separate estimate.

Assumptions

- Inclusion, migration and implementation of current analytics, social media tracking scripts as found on the current website
- Photography, domain registrations, SSL certificates, font usage, merchant accounts, and any other third-party setup costs or monthly fees are not included as part of this estimate.
- Project management and client communications will be handled via email, over the phone, and through regular status updates.
- White Label IQ LLC is responsible to fix any issues that are within WLIQ's responsibility for development up to 7 days following delivery of the project to the Client.
- White Label IQ LLC will program the website to be compatible with devices and browsers that are 2 years old or newer.
- We do not guarantee the security of any information you transmit to us and you do so at your own risk White Label IQ LLC is not liable for any damages related to a data breach.
- The scope of this project is limited to the above-listed items and tasks. It does not include functionality updates or changes outside of the defaults provided within WordPress, WooCommerce, and any thirdparty add-ons. Any additional items will be counted as out of scope and may only be added with separate authorization and approval from CommitAgency. Extra items and tasks may only be added through the use of separate SOWs.
- All copy, products, and image assets will be culled as-is from the current website for the content population unless otherwise directed. Deviations or alterations of content and design after the site has been populated must not exceed 20%. All content or assets must be delivered before the content population begins. Unexpected content not defined scope or defined in the current live sitemap will incur additional costs.

- Reviews are limited to 2 rounds of structured revisions. All feedback and bugs for the rounds must be delivered before development edits begin. Theme options and customizability may be limited to specific functionalities defined in this scope. Functionality or feature requests above and beyond those listed in the budget and/or the functionality specs may be considered out-of-scope and an amendment to the budget will be recommended. Projects that go dormant for longer than 45 days will incur a fee to resume work at the discretion of White Label IQ. The developer does not warrant the Work Product to be error-free.
- is required to assume responsibility for checking the completeness and accuracy of the website's page contents. This includes spellchecking and grammatical errors. In addition, is expected to review and check that the website's functionalities are working as defined in the Scope of Work and that all internal and external links provided are functioning correctly.

Fees and Payment

Payment

Payment of each month's statements is due thirty (30) days following the date of the statement and will be past due after thirty (30) days. A service charge of 1% per month will be added to the outstanding balance on accounts more than thirty (30) days past due. Work will be paused on the project if there is an outstanding balance on accounts more than thirty (30) days past due. In addition, shall be liable for any reasonable collection charges or attorney fees incurred by the agency in collecting delinquent accounts.

Project Agreement Expiration Date

This agreement will only be honored after signing and dating within 60 days of receiving this project agreement. After 60 days without a signature and date, this project agreement will expire.

Delayed, Suspended or Abandoned Projects

A project is considered delayed if client response to our request for assets, information, feedback, approvals, etc. is delayed for more than 5 business days. If the client is not responsive to project requirements for 45 days will incur a fee to resume work at the discretion of White Label IQ LLC and equal to no more than 15% of the project agreement. The timeline of deliverables will be adjusted accordingly.

A project is considered suspended if your response to our request for assets, information, feedback, approvals, etc. is delayed for more than 45 days without a reasonable cause as determined by White Label IQ LLC. When a project is suspended, an invoice for the remaining balance of the project shall be sent and considered due upon receipt.

When a project is suspended, no additional work will be performed. it is the responsibility of the Client to reactivate the project by:

1. Supplying all items required to complete the project, and,
2. Paying the balance of the project in full

A project is considered abandoned when your response to our request for assets, information, feedback, approvals, etc. is delayed for more than 90 days without reasonable cause determine by White Label IQ LLC. When a project is abandoned, any monies paid for the project in question shall be forfeited.

Project Termination

Should there be a desire to terminate the agreement before the completion of the project, the Client will notify White Label IQ LLC and pay for services already completed and for hours already worked.

Should the client put the project on hold for more than 90 days White Label IQ LLC will send all final invoices representing the full amount of the agreement and consider the project complete until a project restart event is communicated and agreed upon in writing.

If White Label IQ LLC elects to terminate the agreement before the completion of the project, White Label IQ LLC will fulfill all requirements for the transfer of project planning, data and files. All effort will be given to provide a reasonable notice period.

If a terminated project needs to be reinstated, a new project will need to be drawn up and agreed to. White Label IQ LLC is under no obligation to re-instate a terminated project and this will be entirely at the discretion of White Label IQ LLC.

Project Disclaimer

shall indemnify and hold harmless Agency for any loss, injury, damage, or claim arising out of the breach of any warranty or other obligation of arising under this and any additional agreements, including all costs, attorneys' fees, or other expenses incurred by the Agency related to the enforcement of 's obligations herein. This Agreement shall be governed by and construed in accordance with the laws of Colorado.

Estimated Total Cost

| | |
|--------------|----------------------|
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| Total | |
| | Total: \$0.00 |

This quote is for estimation purposes and is not a guarantee of cost for services. Quote is based on current information from about the project requirements. Actual cost may change once project elements are finalized or negotiated. will be notified of any changes in cost prior to them being incurred.

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Signature

The signatories are company-authorized personnel. If agrees to the terms set forth above and agrees to accept the conditions, then please sign this proposal by clicking the **Accept this Proposal** button up in the top right corner.

This Agreement, including any and all Exhibits incorporated herein, sets forth the entire agreement between the parties with respect to the subject matter hereof.



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