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Introduction and Parties

Introduction

This Website Development Agreement (the "Agreement") is made and entered into as of January 26, 2024. This Agreement sets forth the terms and conditions under which DocuPal Demo, LLC will develop a website for Acme, Inc. This document details the scope of work, payment terms, intellectual property rights, and other crucial aspects of the website development project.

Parties

DocuPal Demo, LLC

DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal").

Acme, Inc

Acme, Inc ("ACME-1"), a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA.

Scope of Work

DocuPal Demo, LLC ("Producer") will provide website design, development, testing, and deployment services to Acme, Inc ("Client") as described below.

Website Design and Development

The Producer will design and develop a website for the Client, incorporating the Client's branding and design preferences as discussed and agreed upon. The website will be built using HTML, CSS, JavaScript, React, and Node.js. The Producer will ensure the website is responsive and functions correctly on various devices and screen sizes.

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Key Deliverables

The Producer will deliver the following:

- **Website Design Mockups:** Initial design concepts for review and approval by the Client.
- **Functional Website:** A fully functional website incorporating approved design elements.
- **Source Code:** Complete website source code, properly commented and organized.
- **Deployment to Hosting Environment:** Deployment of the website to the Client's designated AWS hosting environment.
- **Testing and Quality Assurance:** Thorough testing to ensure functionality and compatibility.

Functionality

The website will include the following functionalities:

- A user-friendly navigation system.
- Contact form for user inquiries.
- Integration with social media platforms (links to Client's existing profiles).
- Basic SEO setup (meta tags, sitemap generation).
- Responsive design for mobile and desktop devices.

Exclusions

The following services are explicitly excluded from the scope of work:

- Content creation (text, images, videos). The Client is responsible for providing all content.
- Advanced SEO optimization beyond basic setup.
- Third-party marketing integrations (e.g., Mailchimp, HubSpot).
- Ongoing website maintenance or support after the initial warranty period (defined elsewhere in this Agreement).

Milestones

The project will be completed in the following milestones:

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Milestone	Description	Timeline (from start date)
1. Design Mockup Completion	Presentation and approval of initial website design mockups.	2 weeks
2. Front-End Development	Completion of the website's front-end development (HTML, CSS, JavaScript).	4 weeks
3. Back-End Development	Completion of the website's back-end development (Node.js).	3 weeks
4. Testing and QA	Thorough testing and quality assurance of the website.	1 week
5. Deployment	Deployment of the website to the Client's AWS hosting environment.	1 week

Project Timeline and Milestones

This section outlines the key milestones and deadlines for the website development project. Both DocuPal Demo, LLC and ACME-1 agree to adhere to this timeline to ensure the timely completion of the project.

Key Milestones and Deadlines

The project will be executed in phases, with specific milestones to mark progress. These milestones are critical for tracking the project's advancement and ensuring it stays on schedule.

Milestone	Deadline
Design Mockup Approval	February 9, 2024
Front-End Development Completion	March 1, 2024
Back-End Development Completion	March 22, 2024
Website Launch	April 12, 2024

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Client Approval Process

ACME-1 will have five (5) business days to review each deliverable upon submission by DocuPal Demo, LLC. During this review period, ACME-1 must provide written approval or detailed feedback. If no feedback is received within five (5) business days, the deliverable will be considered approved.

Delays and Extensions

Any potential delays must be communicated in writing as soon as they are foreseen. All reported delays will be reviewed, and extensions to the timeline may be granted at DocuPal Demo, LLC's discretion. Extensions will only be considered if the delays are due to unforeseen circumstances that are properly documented and demonstrably impact the project's progress.

Payment Terms

ACME-1 will pay DocuPal Demo, LLC according to the following schedule and terms. All payments will be made in United States Dollars (USD).

Payment Schedule

The payment schedule is structured as follows:

- **Upfront Deposit:** 30% of the total project cost is due upon signing this Agreement.
- **Front-End Completion Milestone:** 40% of the total project cost is due upon completion of the website's front-end development.
- **Final Website Launch:** The remaining 30% of the total project cost is due upon the final launch and deployment of the website.

Invoicing and Payment Methods

DocuPal Demo, LLC will submit invoices to ACME-1 according to the payment schedule outlined above. ACME-1 will make all payments within 15 days of the invoice date. Payments can be made via:

- Bank transfer
- Check

Late Payment

If ACME-1 fails to make any payment within 15 days of the invoice date, a late payment penalty will apply. The penalty is equal to 5% of the outstanding amount for each week the payment is overdue.

Intellectual Property Rights

Ownership of Website and Source Code

Upon Docupal Demo, LLC's receipt of full payment from ACME-1 as outlined in this Agreement, ACME-1 shall own all rights, title, and interest in and to the developed website, including all source code, object code, and related documentation. This transfer of ownership is contingent upon ACME-1 fulfilling all payment obligations detailed in the payment schedule.

Third-Party Licenses

The website may incorporate certain third-party elements, such as fonts and stock images, which are subject to their respective licensing terms. Docupal Demo, LLC will ensure that all necessary licenses are properly obtained and will provide ACME-1 with documentation outlining the terms of use for these third-party components. ACME-1's use of these elements will be governed by the terms of those licenses. ACME-1 is responsible for adhering to all third-party license agreements.

Client Rights and Usage

Upon final payment and acceptance of the website, ACME-1 receives full ownership and unrestricted usage rights to the website and its content, subject to the limitations imposed by any third-party licenses. ACME-1 can modify, adapt, and further develop the website as needed for its business purposes. Docupal Demo, LLC relinquishes any claim to ownership or control over the website following the transfer of ownership, except as required to maintain any third-party licensing agreements during the term of this agreement.

Docupal Demo, LLC Rights

Docupal Demo, LLC retains the right to use the completed website in its portfolio and marketing materials, showcasing its design and development capabilities. However, Docupal Demo, LLC will not disclose any confidential information belonging to ACME-1 or use the website in a manner that competes directly with ACME-1's business.

Confidentiality

DocuPal Demo, LLC and ACME-1 acknowledge that during the course of this Agreement, each party may have access to confidential information belonging to the other party. This information includes, but is not limited to, business plans, customer data, and proprietary technology.

Scope of Confidential Information

Confidential information encompasses all non-public information, regardless of form, disclosed by either party ("Disclosing Party") to the other ("Receiving Party"). The Receiving Party will protect the Disclosing Party's confidential information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

Exclusions

The obligations of confidentiality will not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party.
- Was already in the Receiving Party's possession prior to its disclosure by the Disclosing Party.
- Is independently developed by the Receiving Party without use of the Disclosing Party's confidential information.
- Is required to be disclosed by law or legal process.

Term

The confidentiality obligations outlined in this section will continue for a period of five (5) years following the termination or completion of this Agreement.

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Warranty and Maintenance

DocuPal Demo, LLC warrants its workmanship for a period of ninety (90) days following the website's acceptance date. This warranty covers defects in the website directly resulting from faulty workmanship during the development process.

Scope of Warranty

The warranty extends to issues such as coding errors, malfunctions, and deviations from the agreed-upon specifications outlined in this Agreement. It does not cover problems arising from:

- Client modifications to the website code or content.
- Third-party software or plugins not integrated by DocuPal Demo, LLC.
- Server-related issues or hosting provider problems.
- Changes in browser software or versions.
- Issues caused by malicious attacks, viruses, or other security breaches not directly resulting from DocuPal Demo, LLC's negligence.

Defect Reporting and Resolution

ACME-1 will promptly notify DocuPal Demo, LLC in writing of any suspected defects covered by this warranty. The notification must include sufficient detail to allow DocuPal Demo, LLC to reproduce and diagnose the issue. DocuPal Demo, LLC will then make reasonable efforts to correct the defect within a reasonable timeframe. The specific timeframe will depend on the complexity and severity of the defect.

DocuPal Demo, LLC will determine, in its sole discretion, whether to correct the defect by:

- Repairing the existing code.
- Providing a workaround or temporary solution.
- Re-developing the affected functionality.

Ongoing Maintenance

Please note that this Agreement does not include ongoing website maintenance services. Should ACME-1 require ongoing maintenance, a separate agreement will need to be established. This separate agreement would detail the scope of

maintenance services, service levels, and associated fees.

Acceptance Criteria and Testing

The website developed by DocuPal Demo, LLC must meet specific criteria to be accepted by ACME-1. These criteria cover functionality, usability, and performance. They are based on the specifications agreed upon by both parties.

Testing Procedures

DocuPal Demo, LLC will conduct initial testing to ensure the website meets all requirements. ACME-1 will then perform its own testing. This will verify that the website functions as expected and meets ACME-1's needs. The testing process may include, but is not limited to:

- Functional testing: verifying all features work correctly.
- Usability testing: ensuring the website is easy to use and navigate.
- Performance testing: assessing website speed and stability.

Formal Acceptance

Upon successful completion of testing, ACME-1 will provide written acceptance of the website. This written acceptance formally acknowledges that the website meets the agreed-upon criteria.

Non-Conformance

If the website does not meet the acceptance criteria, ACME-1 will notify DocuPal Demo, LLC. DocuPal Demo, LLC will then revise the website and resubmit it for testing. This process will continue until the website meets all specified criteria and receives formal written acceptance from ACME-1. DocuPal Demo, LLC is responsible for addressing and resolving any issues identified during testing.

Limitation of Liability

DocuPal Demo, LLC will not be liable for certain types of damages. This includes any loss of profits or business interruption. We are also not responsible for indirect, special, or consequential damages. This applies even if we knew these damages

were possible.

Maximum Liability

Our maximum liability to ACME-1 under this agreement is limited. It will not exceed the total amount ACME-1 paid to DocuPal Demo, LLC. This limit applies regardless of the reason for the claim.

Termination

This Agreement may be terminated under the following circumstances:

Grounds for Termination

Either party may terminate this Agreement with thirty (30) days written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within the thirty (30) day notice period.

ACME-1 may terminate this Agreement if Docupal Demo, LLC fails to meet critical milestones as defined and agreed upon in the project timeline.

This Agreement may be terminated by mutual written agreement of both Docupal Demo, LLC and ACME-1.

Docupal Demo, LLC may terminate this Agreement if ACME-1 fails to make payments as outlined in the Payment Schedule and does not remedy the failure within thirty (30) days of written notice of such failure.

Effect of Termination

Upon termination of this Agreement for any reason, ACME-1 shall own all delivered work for which Docupal Demo, LLC has received payment.

Docupal Demo, LLC will invoice ACME-1 for all work in progress. ACME-1 agrees to pay Docupal Demo, LLC for the percentage of completed work. Docupal Demo, LLC will deliver all such work in progress upon receiving payment.

All Confidential Information, as defined in this Agreement, shall be returned or destroyed as per the terms outlined in the Confidentiality section.

Dispute Resolution

The parties will try to resolve any dispute relating to this agreement through good faith negotiations.

Mediation

If negotiations do not resolve the dispute, the parties will attempt to settle it by mediation. This will be administered by a mutually agreed upon mediator. The parties will share the costs of the mediation equally. Mediation will occur in Delaware, unless both parties agree to a different location.

Arbitration

Any dispute that remains unresolved after mediation will be settled by binding arbitration. The arbitration will be administered by a mutually agreed upon arbitration service. The decision of the arbitrator will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration will occur in Delaware, unless both parties agree to a different location. The costs of arbitration, excluding legal fees, will be shared equally by the parties, unless the arbitrator determines otherwise.

Force Majeure

Neither DocuPal Demo, LLC nor ACME-1 will be liable for any failure to perform its obligations under this Agreement if that failure results from a Force Majeure Event.

Definition

A Force Majeure Event means an event beyond the reasonable control of a party. This includes, but is not limited to:

- Natural disasters
- War
- Terrorism
- Government regulations

Notice

If a Force Majeure Event occurs, the affected party must provide written notice to the other party within ten (10) business days of the event.

Remedies

In the event of a Force Majeure Event, the affected party's obligations will be suspended for the duration of the event. DocuPal Demo, LLC and ACME-1 will work together in good faith to find a solution that allows the Agreement to continue. Remedies may include an extension of deadlines or termination of the Agreement.

Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware. This applies without regard to its conflict of laws principles.

Dispute Resolution

Any legal action or proceeding arising under, related to, or in connection with this Agreement will be brought exclusively in the state or federal courts located in Wilmington, Delaware. Both Docupal Demo, LLC and ACME-1 irrevocably consent to the personal jurisdiction and venue of these courts.

Compliance

Docupal Demo, LLC will ensure the website development complies with the Americans with Disabilities Act (ADA) accessibility standards.

Miscellaneous Provisions

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 relating to the Website Development Services described herein. It supersedes all prior or contemporaneous communications and proposals, whether

electronic, oral, or written, between DocuPal Demo, LLC and ACME-1 with respect to the Website Development Services.

Amendments

This Agreement may only be amended, modified, or supplemented by a written instrument signed by duly authorized representatives of both DocuPal Demo, LLC and ACME-1.

Assignment

Neither party may assign its rights or delegate its obligations under this Agreement to any third party without the prior written consent of the other party. Any attempted assignment or delegation in violation of this section shall be void.

Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered personally, (b) sent by email with confirmation of receipt requested, or (c) sent by certified mail, return receipt requested, to the addresses set forth in the introductory section of this Agreement, or to such other address as either party may designate in writing to the other.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect to the extent consistent with the fundamental intentions of the parties, and the parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the same economic effect.

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