



**Epos Group**

**Brochure-ware Website & Support**

**Project Agreement v3.2**

**File:** *oc-proposal-webdev-EG02-v3.0.pdf*

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This document is an agreement for professional services between the following two entities:

<b>Services performed by:</b>  <b>Openly Connected</b>	<b>Services performed for:</b>  <b>EPOS GROUP</b>
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## **OPENLY CONNECTED**

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Openly Connected LLC, is a full service, results oriented, Internet technology consultancy. Internet veterans Alex McFadyen and Rob Butterworth head-up the Openly Connected mission to provide high quality, reasonable priced end to end website development services with a strong combination of technical expertise and experience. Our services start with strategy and planning and go through graphic design, development and support for state-of-the-art social networks, eCommerce, video content delivery and elegant brochure-ware solutions. We offer Search Engine Optimization and marketing as well as web hosting.

***“If you have seen it on the web; we can do it...”***

Openly Connected’s extensive network of freelance professionals allows us to provide “just in time delivery” of a wide range of skills to a given project while keeping overhead low. This approach allows OC to rapidly provide a wide range of services and address nearly any size project.

Openly Connected proudly specializes in the Drupal CMS Platform our starting place for high quality, flexible, cost effective web applications. Drupal is Open Source, meaning there are no “right to use” or licensing fees and Drupal is developed and maintained by a large active community of some of the brightest minds on the web today.

***Openly Connected, full-life-cycle expertise and practical experience reliably delivers high performance, cost effective Strategy, Branding, Design, Development, Support for you!***

## PROCESS AND PROJECT MANAGEMENT

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Openly Connected, follows a standard, repeatable process for all of our engagements large and small. The OC development process is a combination of Generally Accepted, Best Practices for Software Development and our customized approach based on our experience after 100's of engagements of nearly persuasion and outcome.

Openly Connected follows a standard 4 step (unified) project management process.

1. **Inception** - We start each project with a discovery to gain a concept and understand of the goals and objectives of our clients. In this stage we propose solutions and work with clients to define the approach we will take in the project.
2. **Elaboration** – after we understand the business objectives, we then develop the specifications, project plans and official proposals as well as Budgetary and Project Duration Estimates.
3. **Construction** – Once we have a solid blue print of the project and an agreement, it is time to develop code, select modules and make customizations.
4. **Transition** – after thorough testing, when OC and the client agree the product meets the specification, clients will be given the appropriate training, the site is ready to go live. If necessary, OC hosting / supporting agreements will in place.

**Note: all invoices must be cleared prior to stage 4 implementation.**

## DEVELOPMENT PROCESS

The **Inception phase** will be conducted by Openly Connected partners or senior developers will begin the development process with each client as well as **Elaboration** at which point Openly will work closely with the client to develop a budget for the project. The Development budget should include, hosting and maintenance support for the first year of operation.

**The Project Development Budget** is a key element of the **Project Plan** for building out the project. In essence, the **Development Budget** is an outline for the entire project as it is the estimated amount of time & money necessary to complete the project and an outline of how that money will be spent throughout the project.

*It is very important to understand the proposal is only an estimate of the amount of time and money necessary to complete the project. Just as the project plan is a road map of the requirements, scope and technology used in the project. More often than not, in spite of strenuous due-diligence and planning changes creep in causing the project to run longer.*

Client introduced change may have a direct impact on how long the project is going to take and how much it is going to cost. Likewise unforeseen technical issues may also have similar effects.

**No changes to the project, which will negatively effect the budget or time-line will be introduced, without prior written client approval.**

As the **Construction Phase** begins, the Project Manager will be in charge of implementing the project plan and ensuring everyone is fulfilling their responsibility to the project. A large part of the PM's responsibility is to maintain close contact with the client, informing her of development progress, the hourly burn rate and of any issues which may effect the projects progress either way.

**The client has a good deal of control of how closely their project tracks to the budget.**

With the help of their project manager, a client can ensure only the most necessary changes are made to the design and they are done at the right time to lessen the impact on the over project cost.

## **DEVELOPMENT**

While your project is in the **Construction phase**, development work will be done, usually on an Openly Connected development server. Openly Connected encourages you to follow along as your site is being developed. We strongly encourage our clients to follow along, look for opportunities to test and provide feedback along the way rather than waiting to the end of the project were it may take longer and cost more to make changes at the end. Your project manager will keep you abreast of which server is being used and how and were to get involved.

Openly Connected provides a project management portal, the **Openly Connected Hub** where the status of the project is documented including development hours burned & remaining, project tasks, specification documentation, access to 3<sup>rd</sup> party sites really all the information that is worth keeping on the project is kept there.

## **TESTING**

Openly Connected developers test all code as they develop it, this is "unit testing", team members test larger sections of the application as it is developed which is "component testing." When development is completed, an OC Team Member will test the entire site, to ensure it conforms with the proposal and specification, which constitutes "system testing". When the project passes OC's System Testing it is then submitted to the client for acceptance testing. **Openly Connected's Integrated Testing Practice**, through-out the life cycle of the project ensures it conforms to the specification and works correctly prior ever turning it over to the client.

When the site is complete and fully tested by the development team, it is time for the clients to review the site to validate all aspects of functionality, features and design. It is the responsibility of the client to test the work product, on their own to ensure they are fully satisfied with all aspects of the work product as it is delivered.

It is vital for the client to critically review each aspect of the site. Prior to putting the site live on the Internet; the client will deem the site acceptable. When the client finds the site meets their business needs, the specification and their general satisfaction they may accept the project as complete.

When the project is accepted by both the client and Openly Connected, it is installed in the production environment and tested once again, after which the site can be promoted to a production status. At that time the client has an additional 30 Days to review the site for any flaws or places where it does not conform to the final tested and accepted specification, these issues Openly Connected will immediately repair as part of the initial agreement.

## **PROJECT COMPLETION**

It is very important to know when the project is complete, and will not be posted live on the Internet for general use, until it is accepted as complete.

This project is complete when:

1. The project plan work assignments are completed to an acceptable level per the project plan
2. Openly Connected has performed passing “Full System Test “
3. Client performs “acceptance testing” and provides sign-off
4. All the final invoices are paid

## **CLIENT RESPONSIBILITIES**

It is understood the client will, in a TIMELY manner; provide the following to ensure the project success:

1. Timely client feedback – for assets, sign-off on specific bits of functionality
2. Submit all graphical and text content expected to be incorporated into the site in electronic format, ready for use
3. Provide access to essential systems such as Domain DNS, Prior Hosting, 3rd party services, etc.

## **TECHNOLOGY APPLIED**

OC will use the Following technology solutions to meet this project requirements.

- Drupal Content Management System (CMS) v7
- Contributed 3<sup>rd</sup> party Drupal modules (Open Source & free unless specifically stated)
- Custom code developed by Openly Connected
- Graphical elements designed for the site and stock art (developed / selected by Design team)
- Standard LAMP stack (Linux, Apache, MySQL & PHP)
- Standards compliant HTML / CSS / JavaScript
- Current SEO techniques

## PROJECT OVERVIEW

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### THE EPOS GROUP

The Epos Group is a superior construction management firm specializing in Luxury Homes and Commercial construction as well as unique land development projects. With more than 25 years of experience and a unique approach to contracting; Epos Group founder, Dwight Bainbridge has established The Epos Group as a leader in the Colorado commercial and residential building community.

### PROJECT DESCRIPTION

Based on a meeting held on 3/18 between Rob Butterworth and Dwight Bainbridge, Mr. Bainbridge layout out his requirements and “nice to have” features, listed below:

#### Specific functionality required:

- **Easy Content Management** Site Must Be user friend friendly and easy to update text, in-line images, image galleries as well as add new pages and new image galleries .
- **Graphic Design** The site must have a look & feel which represents the personality, unique quality and processes of the Epos Group
- **Contact Form** The site must have a contact form which is highly reliable and will email submission details as required. This form can: Send a response to the visitor, display a message or page after submission.

#### Specific Topics to be covered

- Description of the Epos Contracting Process
- About the Epos Group
- Epos Commercial Construction
- Epos Residential Construction
- Epos Land Development
- Image Galleries (any number of galleries with any number of images)
- Contact form, must email the client results.
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#### Optional Topics

- Video Display/Creation
- About Dwight Personally
- Testimonials
- Join a mailing list
- Search Engine Optimization (Client states Search Engine Placement is a low priority, so long as he can send clients to the site, they can find it by typing the domain name into a browser, etc)

## PROJECT DETAILS

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This section deals with the specific work product to be addressed in this project

### DEVELOPMENT PROJECT SCOPE

#### Requirements (in-scope )

The following requirements were derived from the March 19<sup>th</sup> meeting and are the basis of the proposed time line and cost, changes made here will potentially effect the project cost and time line.

- Attractive Design
- Easy Creation of unlimited new pages \*
- Easy Creation of unlimited Image Galleries \*
- Easy add text (WYSIWYG Editor) \*
- Easy add images
- Naturally SEO Friendly \*
- SEO Copy Writing Support \*
- Display for both Mobile & Tablet user agents (Default Views)\*
- Web-forms - Contact, RSVP, Sign-up now or other web forms, stores results in the db and Email results to arbitrary email address(es) \*
- Content added to the site.
- Training and Documentation

\* This requirement requires no special skill or programming i.e. via point & click

#### Out of Scope

Writing or Developing Content

Creation of Photographic assets

Specific Requirement for search engines (beyond the default)

Custom Formatting for mobile and tablet devices

email system (client has own 3<sup>rd</sup> party email)

### ON-GOING WEBSITE SUPPORT ( TOTAL WEBCARE DETAILS)

Openly Connected's Web Site Maintenance service,. Based on this site's complexity, traffic and importance to your business OC recommends the By-Annual (2 times per year) Support Cycle. The following is included for your Total WebCare subscription.

**Hosting:** Unlimited Bandwidth, Unlimited Storage, Unlimited CPU Cycles, Proper Back-ups, domain name renewals

**Proactive Maintenance:** 24x7 Site Monitoring, 8 Point Check-up, Identical Testing Site, Source Code Management with SVN, security updates

**Active Support:** 2 'Any Time' Support Calls, Access to the Hub, discounted Active-support hrs, up-to-date site documentation, specs and history

**Prepaid Support Hrs: (Min 2 / Max 5)** Each WebCare Client is expected to keep a positive balance of support hour, when reaching or going below the minimum balance, the system sends an invoice for the Maximum hrs. at the discounted rate of \$60.00 hrs.



## PRICING

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### EFFORT BREAKDOWN

This table represents a break down of tasks directly from the project plan.

ID	Task	Programming Hrs	Theming Hrs	PM Hrs	Total Hours (range)
1	Base Install, set-up & config. of the Brochure-ware website	4hrs		2 pm	6 hrs
2	Graphic Design & Oversight		10 hrs	2 pm	12 hrs
3	Creation & Installation of website theme	2 hrs	2 hrs		4 hrs
4	2 Content-types (Image, Generic Content Page)		3 hrs		3 hrs
5	Contact Form (unlimited)		1 hrs		1 hrs
6	Installing site / adding content			3 hrs	2 hrs
7	QA (testing & fixing)	2hrs			2 hrs
8	Go Live Incubation	1 hrs		1 hrs	2 hrs
	Sub Totals ->	9 hrs	16 hrs	6 hrs	29 hrs
	<b>Total Hrs</b>				<b>29 hrs</b>

### HOSTING AND SUPPORT

Openly Connected, strongly recommends that our clients include the OC Total WebCare package with every new website. Total WebCare provides specialized hosting just for your site, Pro-Active Maintenance and Active Support – if there are changes or enhancements to be made to your site, who better that the folks who built it in the first place? If your website is important enough to build, it needs Total WebCare.

**Email Mail** – While Epos Group is getting their email via a hosted MS Exchange service, in addition to there is a very similar offering from Google which is either free or if one cares for Support and Guarantee then a paid version is available at \$50/ year per user.

The interesting part of this offering is there 100s of other interacting services, which are interactive with email, things like CRM systems, Mobile devices apps and so much more, Contact OC to find out more about Google Apps.

## PROJECT DEVELOPMENT BUDGET

Openly Connected's standard development practice is to develop proposal of work for a project with an estimate based on the hours & rates by skill of the developers and any additional costs. As the project progresses hours worked are subtracted from the budget. The client is in regular contact with the project manager and kept abreast of the progress and health of the project based on the proposal. A client is only charged for work performed, if any work is projected to exceed the budgetary amount the client and the project manager discuss options to keep the project on track and if there are extra hours due to a lower than expected burn rate, the client is either able to add "nice to have features" or a refund.

In our experience this method of project pricing is the most cost effective and creates a atmosphere of cooperation rather than competition between the project team and the client. The client only pays for work done and the developers are paid for all of their work.

## PROJECT SCHEDULE

This project is scheduled to begin on:

Run for approximately 3 Weeks

Have approximately 3 People involved.

Consume approximately 29 Billable Hours.

Estimated half way day \_\_\_\_\_ .

The estimated Code finish date \_\_\_\_\_.

Testing for approximately 3 days.

Estimated Go Live date. TBD

## PRICING OVERVIEW

Task	Hours	Dollars
Programming Hours:	11	000.00
Creative Hours:	12	000.00
Project Management Hours:	6	000.00
Total Development Hours:	29	2900.00
OC SEO:	00	000.00
Total WebCare (1 <sup>st</sup> year including the first 5 hrs)		610.00
Hosting		110.00
Pro-Active Maintenance & Active Support		200.00
Support Hours (prepaid 5 @60/hr )		300.00
<b>Estimated Project Total:</b>		<b>3510.00</b>

## OPENLY CONNECTED U.S.A. RATE CARD

### STANDARD HOURLY RATES

**Strategic consulting: .....135.00**

Development of Internet, e-commerce, advertising and /or  
general business strategies, branding, etc...

**Senior Level Development & Project Management:.....108.00**

Creation of original1 or modification of existing programming  
code or graphic assets

**Standard code and creative development: .....81.00**

Our standard developers are high quality developers who  
know the ins and outs of a long list of programming  
languages and have demonstrated successes with the  
Drupal platform.

**Blended Rate : .....100.00**

This rate is used in estimation and for short projects where break down of hours is not  
practical.

### PAYMENT

In the interest of equitable relationships Openly Connected requires a retainer of 50% of the estimated project cost; prior to beginning. Upon project completion and client acceptance of the project the remainder of the project estimate and any additional costs are due prior to the site becoming publicly available on the Internet.

For longer engagements the initial retainer is 25% and Openly Connected will submit invoices once 4<sup>th</sup> Monday of every month there after. Upon project completion and client acceptance of the project the remainder of the project estimate and any additional costs are due prior to the site becoming publicly available on the Internet.

Openly Connected prefers this approach where all the parties are equally invested, share risk and motivation to achieve their contributions to the project in a timely fashion.

## **AGREEMENT FOR SERVICES**

This Agreement for work for hire and Attached Appendices contain the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement, including (without limitation) any preexisting support agreement. The signatures below indicate acceptance in full of this Agreement for work for hire *oc-proposal-webdev-EG02-v3.0.pdf*

**Openly Connected LLC**

**Epos Group (eposgroup.com)**

**Dwight Bainbridge**

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**By (Senior Partner)**

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**By (authorized signature)**

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**Name (please print)**

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**Name (please print)**

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**Title**

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**Title**

---

**Date**

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**Date**

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## TERMS AND CONDITIONS:

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### HOSTING

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**OPENLY CONNECTED** will provide website hosting in periods of one (1) year or more at a time. Website hosting is limited to the hosting of the associated OPENLY CONNECTED Website ONLY. **OPENLY CONNECTED** is NOT bound to offer any access to the server other than through **the OPENLY CONNECTED** website administration section, this limitation is to include FTP, SSH or any other access method and will only provide such access as needed, determined solely **by OPENLY CONNECTED**.

**OPENLY CONNECTED** does its best to provide a secure environment for data stored on its servers. OPENLY CONNECTED assumes no responsibility for data loss or data accessed illegally.

**For an additional charge, OPENLY CONNECTED** offers data back-ups, security monitoring and rigorous application security updates, beyond the basic level of service. It is understood that users storing legally protected i.e. HIPPA protected or Government Classified) private medical or otherwise exceptionally sensitive data will contact **OPENLY CONNECTED** with prior notice, for special instructions and services at a potential additional cost.

Web Site hosting for this agreement is limited to one website and for this web site, the following is provided:

- No set-up fees
- No limit for email addresses – via the self managed email control panel
- Quarterly bandwidth usage reports (if requested in writing)
- Access to the site's 'control panel'

*\* Additional features are offered based on maintenance and hosting packages selected*

**OPENLY CONNECTED** DOES NOT condone nor allow any illegal behavior, this includes sending of SPAM email.

**OPENLY CONNECTED'S** reputation is very important therefore is selective about the content it hosts. **OPENLY CONNECTED** does not develop or host pornographic, racist or other objectionable material and reserves the right to define objectionable content at any time. Sites which contain such will be given the option to remove the content or to move their site and but NOT receive a prorated portion of their Hosting payment. If there is any question about what you are about to host please discuss with **OPENLY CONNECTED** prior to contracting hosting services.

**OPENLY CONNECTED** will not disclose, share or otherwise give any of your data to anyone for any reason unless compelled by law.

You may decide to move your site or otherwise terminate your hosting agreement at any time; **OPENLY CONNECTED Will:** Provide a complete backup of all data on your site. Provide you information to rebuild your site from OpenSource (free) tools. Provide you with a complete copy of the source code for your site with basic and highly technical instructions to install your site on another server.

**NOTE:** Charges may apply for labor to complete these tasks.

**OPENLY CONNECTED WILL NOT:** Refund any portion of your hosting payment.

## **WEBSITE DEVELOPMENT**

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**OPENLY CONNECTED** websites are built and designed with ease of use, performance and security in mind. The completed and accepted **OPENLY CONNECTED** web site is provided in an “as is” condition . Ongoing support is provided by a separate agreement or proposal line item.

### **FEES AND RATES**

Openly Connected does not make any claim to a fixed rate or bid. All work provided by Openly Connected is work for hire by the hour. Any and all proposals provided by Openly Connected are proposed project budget estimates for work for hire to be provided by Openly Connected or Openly Connected hired Contractors. At no time is a proposed price for work for hire a fixed bid for said work,

### **LICENSE FEES / GRANT**

There are no license fees associated with this software. This software is either Open Source, derived from Open Source or written by **OPENLY CONNECTED**. **OPENLY CONNECTED** is a SERVICE provider and **OPENLY CONNECTED** provides services paid by you in consideration of such, as described in this Agreement.

### **TERMINATION**

This Agreement is effective until terminated. You may terminate this Agreement at any time. The Agreement will also terminate if you fail to comply with any terms and conditions set forth elsewhere herein. You may, upon termination retain a copy of the Software together with all data, modifications and merged portions in any form, and documentation in that point of time condition. There is an hourly fee (\$120.00 /hr.) to create backups of your site as well as time constraints (usually within 30 days) from the time you certify in writing your termination.

### **LIMITED WARRANTY**

For fourteen days (14) days (the "Warranty Period") from the date of client acceptance / final payment, **OPENLY CONNECTED** warrants for your benefit alone, that (i) the Software will substantially conform to the applicable specification within the proposal and (ii) the Hosting availability on which the Software is hosted (only **Openly Connected LLC** provided HOSTING) and the Documentation (if any) are free from defects in materials and workmanship and, (iii) during the Warranty Period, the Software will operate substantially in accordance with the Documented Specification. If during the Warranty Period an error in the Software occurs, **OPENLY CONNECTED** will repair or replace at the accepted project hourly rate for the required skill-set or if so elected by **OPENLY CONNECTED**, Transfer the Services fees paid by you under this Agreement for a 3<sup>rd</sup> party developer.

THE FOREGOING ARE THE ONLY WARRANTIES PROVIDED BY **OPENLY CONNECTED** AND **OPENLY CONNECTED** DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **LIMITATION OF LIABILITY**

Because computer software is inherently complex and may not be completely free of errors, it is your responsibility to verify this work and may elect for a backup package to retain data copies of your site, and **OPENLY CONNECTED** will not be responsible for your failure to do so. **OPENLY CONNECTED'S** cumulative liability to you or any party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the Service Fees paid to **OPENLY CONNECTED** for the applicable Software.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL **OPENLY CONNECTED** BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE OPENLY CONNECTED PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR COMPUTER PROGRAMS, EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

### **GENERAL**

The laws of the State of Colorado, USA without regard to conflict of law principles will govern this Agreement. This product may include cryptographic software, if so, has received a classification from the Bureau of Export Administration, US Department of Commerce, and may be exported to appropriate countries and end-users under authorization NLR.

Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction such declaration shall have no effect on the remaining terms hereof.

## WEBSITE SUPPORT

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1. **SERVICES:** Client may engage **Openly Connected** for the maintenance of its currently existing world wide web site for the maximum of retainer hours the client has purchased. Clients are required to maintain a positive balance of maintenance credits, when a client has used 80% of maintenance credits, **Openly Connected** will invoice them for the total original purchase amount. No work will be performed in excess of credit hours without prior approval.
2. **AUTHORIZATION.** If applicable, Client hereby authorizes **Openly Connected** to access the Site's hosting. Client further instructs the web hosting provider to provide **Openly Connected** with access to any directories or other programs, which need to be accessed for the completion of the Services pursuant to this Agreement.
3. **REQUIRED SUPPORT AGREEMENT.** All **Openly Connected** hosting clients are required to maintain a valid support contract, Support is optional for Development clients.
4. **USE OF THE SUPPORT PORTAL.** All support request definitive information is based on information entered in the Support Portal, including but not limited to time of request initiation, any estimates, work product approval, costing and invoicing. Support requests initiated by phone will be entered into the Support Portal at the client's expense. The minimum request billing time for support requests made by phone is 30 min.
5. **CLIENT APPROVAL AND ESTIMATES.** All requests which will require an excess of 2 hours will be responded with an estimate of time necessary to complete the request and require the client to approve the work PRIOR to starting work, requests under 2hrs will be put in the work queue for completion.
6. **RESPONSE TIME FOR REQUESTS.** **Openly Connected** will respond to standard support requests within 2 business days of submission on the **Openly Connected** Support Portal. Support Requests time made in any other method other than entered in the **Openly Connected** Support Portal by the client will, response time is measured by the time of on the Support Portal.
7. **CLIENT REPRESENTATIONS.** Client represents and warrants that the text, graphics, and photographs provided to **Openly Connected** for the Site are owned or licensed by Client, and that Client is authorized to use and display such items in the manner contemplated by this Agreement. Client shall be solely responsible for the Site and materials on the Site and the validity of copyrights, trademarks and ownership claimed by Client. Client agrees to indemnify and hold Openly Connected, LLC harmless from and against any claim, loss, damage, expense or liability (including attorney's fees and costs) that may result in whole or in part, from: i) any infringement or any claim of infringement, of any trademark, copyright, trade secret, or negligence arising from any of the text, graphics, and photographs provided by Client, ii) any claim by a third party regarding any services or products sold or otherwise distributed by Client, its employees or agents, iii) any errors or omission on the Site, or iv) any claim, suit, penalty, tax or tariff arising from Client's use of the Internet or electronic commerce.
8. **EARLY TERMINATION:** This Agreement may be terminated early by either party for any reason by either party without further obligation in this Agreement. In the case the Client terminates this Agreement; **Openly Connected** will not refund any portion of retainers, credit hours or prorated hosting fees.
9. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the current owners of the website hosted on any **Openly Connected** Server.
10. **CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
11. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
12. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
13. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Client and **Openly Connected**
14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado, USA.

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## CURRENT REFERENCE LIST –

These sites have either been built or have had work done in the last 6 month +/-.

Demotix.com ([demotix.com](http://demotix.com)) - This is a good example of a complex site. Demotix.com serves a global audience and has reasonably high traffic. This site resides at RackSpace - UK, is hosted on a number of dedicated Servers, Cloud Servers and uses a CDN.

<http://www.winevalleygolfclub.com/> Brent's design.

The London Design Festival ([www.londondesignfestival.com](http://www.londondesignfestival.com))

<http://variantperception.com/>

<http://morgantiassociates.co.uk/>

<http://firemeetsiron.com/>

<http://djhistory.com/>

<http://hebblergiordano.com>

<http://openlyconnected.com/>

Please let me know when you a few minutes to take a guided tour of how easy these sites are to manage.