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# INTERGOVERNMENTAL COOPERATION AUTHORITY *for* HARRISBURG

WEBSITE + BRAND DESIGN

## PROJECT PROPOSAL

UPDATED: **APRIL 16, 2019**

### PRESENTED TO

Intergovernmental Cooperation Authority  
for Harrisburg

**Contact:**

Members of the Board  
hbgica@gmail.com

### PREPARED BY

Factory 44, Inc.  
1708 Fulton Street  
Harrisburg, PA 17102

**Contact:**

Dave Robertson  
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717-856-3690

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April 12, 2019

Dear Members of the Board,

Thank you for the opportunity to bid on the website for the Intergovernmental Cooperation Authority for Harrisburg. We feel that our expertise in designing beautiful websites, along with our close collaboration with you, will make your online presence an informative resource for the people of Harrisburg and strong representation of our community to all Pennsylvania.

We envision a clean, content-driven design with a responsive (mobile-friendly) layout that's powered by WordPress as a CMS. To make it all work, we've identified industry-leading providers for web hosting, ad-free mailing lists and analytics for a truly modern suite of technologies to serve the ICA.

Prior to creating a website, we aim to collaborate on establishing a quality brand (ie, logo) for Harrisburg ICA. It is critical to the outcome of the website's design to have the foundation of a good brand – which will also serve you in other media and publications. As an incentive to take this important step, we are glad to offer you our branding services at a deeply discounted cost. If your brand is already being created by another party, the branding portions of our proposal may be removed, but that is the only scenario in which we'd recommend omitting this important step.

At the end of the project you will have an attractive and modern website that you can update yourself. We'll also supply a handy "how-to" guide on updating content and using any customizations we've made. And, we'll be available for any technical support, maintenance or advice in general – we'd be glad to be your technical resource moving forward.

To get started, we would need a signed agreement and deposit payment one fourth of the total cost you choose. Web hosting, domains and email services are handled separately with their respective vendors.

Again, thank you for your consideration and please let me know if I can answer any questions about the details below.

I look forward to working with you!

Sincerely,



**Dave Robertson**

Owner / Web Developer // Factory 44, Inc.  
717-856-3690 // dave@factory44.net

## ABOUT US

Factory 44, Inc. is an award-winning web design business in Harrisburg, PA. Since 2002 we've operated under the firm belief that skilled craftsmanship belongs in the web. We make beautiful, mobile-friendly websites that are both easy to use and update. Every WordPress website we build comes with a uniquely built front-end, streamlined back-end and additional layers of security.

### DAVE ROBERTSON / DESIGNER & WEB DEVELOPER

Founder and designer / developer Dave Robertson has over 19 years experience planning, designing, developing and maintaining beautiful, performant websites. Dave graduated with high honors from Messiah College and holds a degree in computer science. **Dave will be the primary contact for this project.**

### SIMILAR WEBSITES

Ovarian Cancer Research Alliance (*build only*) ..... ocrahope.org  
 Team PA Foundation ..... teampa.com  
 Harrisburg Young Professionals ..... hyp.org  
 PA Historical Association ..... pa-history.org

### REFERENCES

#### **Allen Dieterich-Ward** / Past President

The Pennsylvania Historical Association (Mansfield, PA)  
 ajdieterichward@ship.edu / 717-477-1192

#### **Lindsey Weeks** / Director of Digital Communications

Ovarian Cancer Research Alliance (New York, NY)  
 lweeks@ocrahope.org / 212-268-1002

#### **Renee Custer** / Chief Operating Officer

The Custer Group / Former HYP Executive Director (Harrisburg, PA)  
 rcuster@custerhomes.com / 717-232-6027

## PROPOSAL

### OBJECTIVES

- ✓ Create a professional-quality lettermark logo for Harrisburg ICA for use on the website and its publications.
- ✓ Supply a style guide the Client may use to ensure consistent use of logo across all media.
- ✓ Create an attractive, content-driven website for Harrisburg ICA that is well-organized, searchable and mobile-friendly.
- ✓ Empower the Client to update web pages and upload documents using WordPress as a Content Management System (CMS).
- ✓ Extend WordPress with a custom suite of tools as needed to fulfill the website's scope of functionality.
- ✓ Conscientiously build with accessibility in mind, making the website usable for all visitors, including those using assistive devices.
- ✓ Advise on broadening outreach by appropriately leveraging Social Media and opportunities to integrate with the website.
- ✓ Assist with the setup of individual email accounts and an email marketing platform for the organization.
- ✓ Measure website traffic performance, search keywords and referring links with Google Analytics.

## PROCESS

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This project will flow through several stages, each with frequent communication and clear next-actions defined along the way:

### 0. PLACEHOLDER

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In order to get an online presence established quickly, without sacrificing quality or skipping essential steps, we'll first set up a **temporary page** to be visible at the hbgica.org domain while the brand and website are being created. We'll configure web hosting and emailing list services right away so the visitor can **subscribe** to be updated when the full site launches.

### 1. BRANDING

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A good brand is the foundation for a successful website. We'll collaborate with you to identify the appropriate look and feel for your audiences, create and review **logo concepts**, refine the chosen direction and then establish the **colors**. Final logo files are provided in high-res, print-ready formats accompanied by a **brand guide** to ensure its correct and consistent use in all media.

### 2. ORGANIZE

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Next, we'll collaborate on a **content outline** for the website and suggest revisions based upon best practices for web readability, search engine performance, consistency, and logical flow towards the desired actions. A **site map diagram** will be provided, offering a clear view to your website's content structure. This will serve as a basis for the design, navigation systems and content.

### 3. DESIGN

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Visual concepts start with **wireframes**. These minimal diagrams ensure all necessary elements are included and are given appropriate emphasis in relation to each other. Once finalized, the **graphic design** of your website is created, leveraging your brand assets and photography. As a **responsive** layout, mockups for desktop, tablet and phone-sized devices are presented.

### 4. BUILD

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Once the designs have been approved, we begin building your website. We'll set up **WordPress** and extend it to support your content management needs. Your design comes to life as a **custom theme**, developed in accordance with modern coding standards, and best practices for accessibility and search-engine friendliness.

### 5. POPULATE

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While development is underway, we'll rely upon you to gather **content** for the new site. Shared folders will be set up for your documents and images. We'll preform initial content entry to fine-tune the styles for your content, as well as to provide living examples of good **formatting** for structuring your future content.

### 6. REVIEW

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Late in the Build & Populate stages, we'll set up a private staging server running a **working beta** (preview) of your website. There you may log in to make any final content adjustments and gain familiarity with the WordPress Admin. The website is **tested** in supported browsers and we will resolve any in-scope issues that are discovered.

### 7. LAUNCH

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Once all foundational content is added, your website will be ready to **go live!** We will guide you through registering web hosting and email services (so the ICA has direct ownership of their accounts), and then we deploy your website! You will also receive a **how-to guide** that covers common editing tasks in WordPress and the customizations we've added.

### MAINTENANCE & ONGOING SUPPORT

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After your site launches, you'll have full control of your content but we'll still be available for any help or complex changes, on a time and materials basis. We will also perform periodic updates on your WordPress installation at a reduced rate, so that it stays current, stable and secure. We stand by our work, and hope to be your technical resource for anything website related!

## SCOPE / BUDGET / DELIVERABLES

The following is an estimate designed to provide an accurate estimate of time and cost, taking into consideration the specifications provided by the Client, technical requirements and anticipated maintenance costs. Any significant changes to the scope by the client once the project is underway may require a signed change request form and additional funding.

SERVICE	DELIVERABLES	EST. COST
<b>Placeholder Page</b>	<ul style="list-style-type: none"> <li>- Set up a placeholder "Coming Soon" page at the domain while the new website is being developed. Includes a brief overview, links to download current files, and an emailing list subscribe form.</li> </ul>	-
<b>Branding</b>	<ul style="list-style-type: none"> <li>- Research and brainstorming to explore direction of new brand.</li> <li>- Three (3) unique concepts for additional analysis and refinement.</li> <li>- Selection of colors, typefaces and graphics to define brand's look and feel.</li> <li>- Wordmark only – ie, type-based logo; no custom illustration or symbols.</li> <li>- Final logo provided in high-resolution / vector formats ready for print and web.</li> <li>- Includes both color and black &amp; white versions.</li> </ul>	
<b>Style / Usage Guide</b>	<ul style="list-style-type: none"> <li>- Basic Brand Guide covering correct usage of the logo.</li> <li>- Includes color palette with Pantone, CYMK, RGB and HEX codes for accuracy.</li> <li>- PDF format for easy distribution to vendors.</li> </ul>	<b>\$1,800.00</b>
<b>Project Management &amp; Consulting</b>	<ul style="list-style-type: none"> <li>- Communications with Client to discuss project, current problems and needs.</li> <li>- Regular project updates via phone or email.</li> <li>- Consult &amp; make recommendations during the life of the project.</li> </ul>	
<b>Placeholder Page</b>	<ul style="list-style-type: none"> <li>- Set up a placeholder "Coming Soon" page at the domain while the new website is being developed. This can include an overview</li> </ul>	
<b>Site Map</b>	<ul style="list-style-type: none"> <li>- Site Map outline reflecting new hierarchy of pages and navigation structure.</li> </ul>	
<b>Wireframes</b>	<ul style="list-style-type: none"> <li>- Decoration-free layout diagrams to indicate how information will be arranged on the homepage and an interior page on desktop and mobile sized screens.</li> </ul>	
<b>Graphic Design</b>	<ul style="list-style-type: none"> <li>- Static preview images of the homepage and an internal page as they will look in production for both desktop and mobile sized screens.</li> <li>- If necessary, one major revision of designs to satisfy objectives.</li> <li>- Final design will be "retina ready" for crisp rendering on high-density displays.</li> </ul>	
<b>WordPress Setup</b>	<ul style="list-style-type: none"> <li>- Set up local development environment, staging server and version control.</li> <li>- Install &amp; configure WordPress as the Website's CMS engine with plugins and custom code to facilitate functionality described below.</li> <li>- Client will have online WYSIWYG control over most areas of the website, including static pages and embedded images.</li> <li>- Site-wide search is built-in.</li> </ul>	
<b>Custom Theme</b>	<ul style="list-style-type: none"> <li>- Custom theme (working HTML pages) based on the finalized graphic designs.</li> <li>- Responsive layout optimized for mobile devices.</li> </ul>	
<b>Downloads</b>	<ul style="list-style-type: none"> <li>- Provision area for downloadable files (PDFs, spreadsheets, etc).</li> <li>- Ability to track number of times files are downloaded.</li> </ul>	
<b>Web Forms</b>	<ul style="list-style-type: none"> <li>- Provide easy-to-use forms for visitors to submit contact inquiries via the Website.</li> <li>- Submissions are stored in a database for backup and submissions may be exported to Excel-compatible format for future analysis.</li> <li>- Sends an email notification to the Client when a new form is submitted.</li> </ul>	
<b>Calendar</b>	<ul style="list-style-type: none"> <li>- Configure a Calendar to display upcoming meetings and community events.</li> <li>- Events may have a recurring pattern (e.g. fourth Wednesday of each month)</li> <li>- Visitors can subscribe to the Calendar using apps like iCal or Google Calendar.</li> </ul>	
<b>SEO</b>	<ul style="list-style-type: none"> <li>- Install and configure SEO tools and settings per best practices.</li> <li>- Advise Client on crafting performant and human-friendly content.</li> </ul>	

SERVICE	DELIVERABLES	EST. COST
<b>Social Media Integration</b>	<ul style="list-style-type: none"> <li>- Integrate links for visitors to connect via Facebook, Twitter and LinkedIn.</li> <li>- Advise on appropriate use of Social Media for engagement and increasing return traffic to the website.</li> </ul>	
<b>Content Entry</b>	<ul style="list-style-type: none"> <li>- Initial entry of all Client-provided text &amp; images into the Website pages (allows for formatting adjustments, taxonomy creation and feature testing along the way)</li> <li>- Serves as a foundational reference for formatting future content.</li> </ul>	
<b>Testing</b>	<ul style="list-style-type: none"> <li>- Test rendering quality in web browsers listed in Technical Requirements.</li> <li>- Validate web pages to HTML5, CSS3 &amp; 508 standards.</li> <li>- Resolve any in-scope issues reported by Client.</li> </ul>	
<b>Training</b>	<ul style="list-style-type: none"> <li>- Portable how-to reference on performing common content management tasks.</li> </ul>	
<b>Deployments</b>	<ul style="list-style-type: none"> <li>- Periodic updates of staging server for Client to view progress.</li> <li>- Create user accounts and define role-based permissions.</li> <li>- Set up and configuration of hosting plan, DNS and SSL.</li> <li>- Launch website to Live server on go-live date.</li> <li>- Set up a single forwarding alias at the domain e.g. (info@hbgica.org)</li> </ul>	
<b>Traffic Analysis</b>	<ul style="list-style-type: none"> <li>- Set up Google Analytics to measure traffic, referring links, search terms and more.</li> </ul>	<b>\$5,200.00</b>
<b>Mailing List / Email Capture</b>	<ul style="list-style-type: none"> <li>- Guide client through registering mailing list account.</li> <li>- Provision a re-usable HTML template based on the brand and website design.</li> <li>- Integrate sign-up form to collect a visitor's email address from the website.</li> <li>- Integrate an opt-in checkbox to web forms, where appropriate.</li> <li>- <i>Assumes Campaign Monitor will be used. If Client chooses another email list service, additional funding will be required to implement. Discounts for qualifying non-profit organizations are available.</i></li> </ul>	<b>\$500.00</b>
<b>TOTAL*</b>		<b>\$7,500.00</b>

\* excludes subscriptions or fees charged separately, such as web hosting and stock purchases. See "Anticipated Expenses" below.

## TIMEFRAME

The following timeline is dependent on the date that this Agreement is signed. Therefore, any target dates are estimates provided for planning purposes only. Any change to the scope, design or features before project delivery may affect the final delivery date.

STAGE	TASK / DELIVERABLE	DURATION
<b>PROJECT BEGINS</b>		
<b>BRANDING</b>	1 Initial consultation / questionnaire / collaborative mood board	< 2 weeks
	2 Design of logo concepts	1-2 weeks
	3 Presentation of concepts (no color)	-
	4 Refinement of selected concept	< 2 weeks
	5 Determination of colors	<1 week
<b>Logo Files and Brand Guide</b>		
<b>BRANDING COMPLETE / WEBSITE BEGINS</b>		
<b>ORGANIZE</b>	6 Organization of site map	< 1 week
	7 Comments / refinements	< 1 week
<b>Site Map Diagram</b>		
<b>DESIGN</b>	8 Organization of primary layout(s)	< 1 week
	9 Comments / refinements	< 1 week
<b>Wireframe Diagram</b>		

STAGE	TASK / DELIVERABLE	DURATION
	10 Graphic design of new website	2-3 weeks
	11 Comments / refinements	< 2 weeks
<b>Final Mockups</b>		
<b>DESIGN COMPLETE</b>		
<b>BUILD</b>	12 Development of theme and features	2-3 weeks
	13 <i>All content received from Client (text, images, etc)</i>	–
<b>POPULATE</b>	14 Content entry	< 1 week
<b>Beta Website</b> running on staging server		
<b>REVIEW</b>	15 <i>Final comments / refinements / testing</i>	< 2 weeks
	16 <i>Final Client approval of website</i>	–
<b>DEVELOPMENT COMPLETE</b>		
<b>LAUNCH</b>	17 Web hosting setup / deploy / update DNS*	1-2 days
<b>Live Website</b>		
<b>ESTIMATED TOTAL TIME *</b>		<b>8-16 WEEKS</b>

\* Client approval is necessary at each milestone before the next step can begin. **The estimated ranges above largely depend on the responsiveness of the Client and speed of their decision-making.** If the Client can consistently provide their deliverables on-time and communicate feedback within one business day, the Project can be completed in as little as 8 weeks. This is ideal, but often more margin is needed to accommodate schedules when more people are involved in decision-making. Based on our experience with projects of this size, we expect completion to land within this range.

## TECHNICAL REQUIREMENTS

Supported browsers include recent releases of Microsoft Edge, Apple Safari, Mozilla Firefox and Google Chrome; iOS and Android. In older browser versions, including Internet Explorer 11, basic content will be accessible but imperfections may occur. Our clients are encouraged to upgrade their browsers immediately.

## WEB HOSTING

Purchasing a domain and web-hosting plan are necessary for any website to remain visible on the Internet. These services are purchased separately on a recurring basis, and it is the Client's sole responsibility to keep these accounts paid and up to date. For this website, we recommend hosting with **Digital Ocean**. Estimated cost (including server management) is less than \$20 per month and includes free, self-renewing SSL certificates for website security.

## MAILING LIST

For mass-emailing and subscriber management, Factory 44 recommends **Campaign Monitor**, a reliable, easy-to-use and ad-free mailing list service provider. The Client should qualify for discounted fees by contacting Campaign Monitor directly. Factory 44 will create a reusable template coordinated with the website's design and integrate opt-in forms at the website.

## POST-LAUNCH SUPPORT & MAINTENANCE

Following completion of the project, Factory 44 is available to provide technical support and perform updates as requested by the Client. Any work done post-project (or beyond the Scope of Work outlined above) will be billed as "time and materials." Time is recorded in 1/10th hour increments and billed at our hourly rates.

**For a period of two weeks after launch, website support will be provided to the Client at no charge.** This includes resolving reported issues with any in-scope features, and providing email technical support and guidance to the Client.



**Factory 44 strongly recommends keeping WordPress and its plugins regularly updated**, in order to enjoy security, stability and new features as they are released. Factory 44 offers an affordable, subscription-based WP Maintenance Service to make regular, managed software updates without any action needed from the Client.

## ANTICIPATED EXPENSES

The following is a list of anticipated third-party costs and licensing fees, beyond the development work described in the Scope of Work above. **This is provided for the Client's budgetary planning purposes only, and is subject to change.**

WordPress .....	no cost
Pro Calendar license * .....	\$89 per year
Web Hosting (Digital Ocean) .....	\$10 per month
Server Management .....	less than \$10 per month
SSL Certificate .....	included / no cost
WordPress Maintenance Service .....	\$300 per year
All other labor & support (as requested) .....	\$90 per hour
Mailing List (Campaign Monitor) ** .....	starting at \$9 per month

\* This plugin license is bundled in the website cost for the first year, and will be expensed to the client annually thereafter.

\*\* Reduced pricing for qualifying non-profit associations is available. If ICA qualifies, we recommend contacting the provider for details; Factory 44 can advise during this application process.

## BASIC TERMS & CONDITIONS

- ▶ A deposit payment (1) is required along with a signed contract before any work begins. The next payments are due upon (2) acceptance of the brand, (3) acceptance of the website design and (4) launch of the website. All payments are due within 30 days of invoice date.
- ▶ Logins for updating the live website content will be provided upon receipt of the final project invoice payment.
- ▶ Factory 44 will inform Client of any anticipated out-of-scope costs before incurring them.
- ▶ All content provided by the Client for this Website shall be in electronic format and proofread before delivery.
- ▶ All preliminary graphics, code and other materials produced by Factory 44 belong to Factory 44 until final payment is received; then ownership of the Website's final materials are transferred to the Client.
- ▶ To provide the best editing experience, Factory 44 provides additional premium plugins at no cost to our clients, for as long as they continue a business relationship with Factory 44. In the event the Client chooses to end the relationship and/or use another website vendor, the Client will be responsible for purchasing their own license(s) with the third parties to continue receiving software updates for these tools.

## CONCLUSION

*This Project Proposal, timeline estimate and price schedule are based on currently available information and is subject to change. The estimates and rates quoted in this proposal **expire 60 days** from the date presented.*

**Factory 44 thanks you for your interest!** Please direct any questions, comment or concerns to:  
**Dave Robertson** / Owner, Designer & Web Developer / 717-856-3690 / dave@factory44.net

# TERMS AND CONDITIONS

AGREEMENT as of April 17, 2019 between the **Intergovernmental Cooperation Authority for Harrisburg** (hereinafter referred to as the "Client"), and **Factory 44, Inc.** (hereinafter referred to as the "Designer"), with respect to the Proposal and materials defined by the term Agreement, below.

## 1. DEFINITIONS

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As used herein and throughout this Agreement:

- 1.1 Agreement** means the entire content of this Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.
- 1.2 Client Content** means all materials, information, factual, promotional, or other advertising claims, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.
- 1.3 Copyrights** means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.
- 1.4 Deliverables** means the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and media specified in the Proposal.
- 1.5 Designer Tools** means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including source code, web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.
- 1.6 Final Works** means all creative content developed by Designer, or commissioned by Designer, exclusively for the Project and incorporated in the Final Deliverables, including, but not limited to, any and all visual elements, graphic design, illustration, photography, animation, motion design, audio-visual works, sounds, typographic treatments and text, modifications to Client Content, and Designer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.
- 1.7 Final Deliverables** means the final versions of Deliverables provided by Designer and accepted by Client.
- 1.8 Preliminary Works** means all creative content including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Designer and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Works.
- 1.9 Project** means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.
- 1.10 Services** means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Proposal.
- 1.11 Third Party Materials** means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.
- 1.12 Trademarks** means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.
- 1.13 Working Files** means all underlying work product and digital files utilized by Designer to create the Preliminary Works and Final Works other than the format comprising the Final Deliverables.

## 2. PROPOSAL

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The terms of the Proposal shall be effective for 60 days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

## 3. FEES AND CHARGES

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- 3.1 Fees.** In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.
- 3.2 Expenses.** Client shall pay Designer's expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and taxis at cost plus Designer's standard markup of ten percent (10%), and, if applicable, a mileage reimbursement at 58 cents per mile; and (b) travel expenses including transportation, meals, and lodging, incurred by Designer with Client's prior approval.
- 3.3 Additional Costs.** The Project pricing includes Designer's fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.

- 3.4 Invoices.** All invoices are payable within thirty (30) days of receipt. A monthly service charge of 1.5 percent (or the greatest amount allowed by state law) is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Designer reserves the right to withhold delivery and any transfer of ownership of and login access to any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

## 4. CHANGES

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- 4.1 General Changes.** Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate of \$90 per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.
- 4.2 Substantive Changes.** If Client requests or instructs Changes that amount to a revision in or near excess of ten percent (10%) of the time required to produce the Deliverables, and/or the value or scope of the Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Designer.
- 4.3 Timing.** Designer will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Designer. The Designer shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Designer's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Designer's obligations under this Agreement.
- 4.4 Testing and Acceptance.** Designer will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to Client. Client, within five (5) business days of receipt of each Deliverable, shall notify Designer, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Designer will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted.

## 5. CLIENT RESPONSIBILITIES

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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 other than the Designer;
- (b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal;
- (c) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors ; and
- (d) ensuring that all information and claims comprising Client Content are accurate, legal and conform to applicable standards in Client's industry.

## 6. ACCREDITATION/PROMOTIONS

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All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Designer's name in the form, size and location as incorporated by Designer in the Deliverables, or as otherwise directed by Designer. Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

## 7. CONFIDENTIAL INFORMATION

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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, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, 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.

## 8. RELATIONSHIP OF THE PARTIES

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- 8.1 Independent Contractor.** Designer is an independent contractor, not an employee of Client or any company affiliated with Client. Designer shall provide the Services under the general direction of Client, but Designer shall determine, in Designer's 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 agent or bind the other party except as expressly stated in this Agreement. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.
- 8.2 Designer Agents.** Designer shall be permitted to engage and/or use third party designers or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, Designer shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.
- 8.3 No Solicitation.** During the term of this Agreement, and for a period of six (6) months after expiration or termination of this Agreement, Client agrees 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 Designer, employee or Design Agent of Designer, 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, Client agrees that Designer shall be entitled to an agency commission to be the greater of, either (a) 25 percent of said person's starting salary with Client, or (b) 25 percent of fees paid to said person if engaged by Client as an independent contractor. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor performed services for Client. Designer, in the event of nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.
- 8.4 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 Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

## 9. WARRANTIES AND REPRESENTATIONS

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- 9.1 By Client.** Client represents, warrants and covenants to Designer 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, (b) to the best of Client's knowledge, the Client Content is accurate, legal, conforms to ethical standards of the Client's industry, does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will 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.
- 9.2 By Designer**
- (a) Designer hereby represents, warrants and covenants to Client that Designer will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.
- (b) Designer further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Designer and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by Designer, Designer shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Designer to grant the intellectual property rights provided in this Agreement, and (iii) to the best of Designer's knowledge, the Final Works provided by Designer and Designer's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Designer shall be void.
- (c) Except for the express representations and warranties stated in this Agreement, Designer makes no warranties whatsoever. Designer explicitly disclaims any other warranties of any kind, either express or implied, 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.

## 10. INDEMNIFICATION/LIABILITY

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- 10.1 By Client.** Client agrees to indemnify, save and hold harmless Designer 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 Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit;
- (a) Client has sole control of the defense and all related settlement negotiations; and
- (b) Designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Designer in providing such assistance.
- 10.2 By Designer.** Subject to the terms, conditions, express representations and warranties provided in this Agreement, Designer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Designer's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that (a) Client promptly notifies Designer in writing of the claim;

(b) Designer shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide Designer with the assistance, information and authority necessary to perform Designer's obligations under this section. Notwithstanding the foregoing, Designer shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Designer.

**10.3 Settlement Approval.** The indemnifying party may not enter into any settlement agreement without the indemnified party's written consent.

**10.4 Limitation of Liability.** The services and the work product of Designer are sold "as is." In all circumstances, the maximum liability of Designer, its directors, officers, employees, design agents and affiliates ("designer parties"), 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 net profit of Designer. In no event shall Designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Designer, even if Designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

## 11. TERM AND TERMINATION

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**11.1 Term.** This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

**11.2 Termination.** This Agreement may be terminated for convenience at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or for cause if any party:

(a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or

(b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

**11.3** In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer or Designer's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation. In the event of termination for convenience by Client, Client shall pay in addition to the above an early termination fee equal to 25% of the total project fee, Schedule A shall not be effective, and Client shall not have rights to use Deliverables except upon written consent from Designer provided after such termination.

**11.4** In the event of termination for convenience by Designer or for cause by Client, and upon full payment of compensation as provided herein, Designer grants to Client such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

**11.5** Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

## 12. GENERAL

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**12.1 Modification/Waiver.** This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that Designer's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

**12.2 Notices.** All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt (by automated confirmation or substantive reply by the recipient).

**12.3 No Assignment.** Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party except that this Agreement may be transferred or sold as part of a transfer or sale of the assigning party's entire business or portion thereof relating to the Project.

**12.4 Force Majeure.** Designer shall not be deemed in breach of this Agreement if Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, flood, hurricane or other severe weather, labor dispute, act of war, terrorism, riot or other severe civil disturbance, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Designer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

**12.5 Governing Law and Dispute Resolution.** The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the Commonwealth of Pennsylvania without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to

the local, state and federal courts located in the Commonwealth of Pennsylvania. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Designer shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

**12.6 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

**12.7 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.

**12.8 Integration.** This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. Any other ambiguities shall be resolved with the most reasonable and legally valid construction, without regard to authorship of such provisions. This Agreement comprises this Basic Terms and Conditions document, the Proposal, Schedule A, and the following documents as indicated by the parties' initials:

~~Supplement 1: Print-Specific Terms and Conditions (N/A)~~

DR Supplement 2: Interactive-Specific Terms and Conditions

~~Supplement 3: Environmental-Specific Terms and Conditions (N/A)~~

~~Supplement 4: Motion-Specific Terms and Conditions (N/A)~~

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

CLIENT:

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Authorized Signature

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Name (please print)

\_\_\_\_/\_\_\_\_/\_\_\_\_

Date

FACTORY 44:

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*Authorized Signature*

**David J. Robertson**

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*Name (please print)*

\_\_\_\_/\_\_\_\_/\_\_\_\_

*Date*

the local, state and federal courts located in the Commonwealth of Pennsylvania. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Designer shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

**12.6 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

**12.7 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.

**12.8 Integration.** This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supercedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. Any other ambiguities shall be resolved with the most reasonable and legally valid construction, without regard to authorship of such provisions. This Agreement comprises this Basic Terms and Conditions document, the Proposal, Schedule A, and the following documents as indicated by the parties' initials:

- HRV DR Supplement 1: Print-Specific Terms and Conditions (N/A)
- HRV DR Supplement 2: Interactive-Specific Terms and Conditions
- HRV DR Supplement 3: Environmental-Specific Terms and Conditions (N/A)
- HRV DR Supplement 4: Motion-Specific Terms and Conditions (N/A)

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

CLIENT:

FACTORY 44:

H. Ralph Vartan  
Authorized Signature (1)

[Signature]  
Authorized Signature

H. Ralph Vartan  
Name (please print)

David J. Robertson  
Name (please print).

4 / 29 / 19  
Date

5 / 1 / 2019  
Date

Audrey Carter  
Authorized Signatuke (2)

AUDREY CARTER  
Name (please print)

4 / 29 / 19  
Date

# SCHEDULE A: INTELLECTUAL PROPERTY PROVISIONS

## IP 1. RIGHTS IN THE FINAL DELIVERABLES

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**IP 1.1 Final Works.** Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, Designer assigns to Client all of Designer's Copyrights in and to the Final Works, including Trademarks, and Designer shall deliver to Client all Working Files related to the Final Works. Designer shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment, and Client shall reimburse Designer for Designer's reasonable time and out-of-pocket expenses in connection therewith.

**IP 1.2 Trademarks.** Client shall have sole responsibility for ensuring that Trademarks do not infringe the rights of third parties, and Client shall indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party alleging trademark infringement, or arising out of Client's failure to obtain trademark clearance or permissions, for use of Trademarks.

**IP 1.3 Client Content.** Client Content, including pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all trademark, trade secrets, patents, Copyrights, and other rights in connection therewith. Client hereby grants to Designer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and promotional uses of the Deliverables as authorized in this Agreement.

**IP 1.4 Third Party Materials.** Intellectual property rights in Third Party Materials shall be owned by the respective third parties. Designer shall inform Client of all Third Party Materials to be procured by Designer that Client may need to license at Client's own expense, and unless otherwise arranged by Client, Designer shall obtain a license for Client to use the Third Party Materials consistent with the usage rights granted herein. Client shall indemnify, save and hold harmless Designer 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 Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Works at Client's request.

## IP 2. RIGHTS RESERVED TO DESIGNER

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**IP 2.1 Preliminary Works/Working Files.** Designer retains all proprietary rights, including property ownership, intellectual property rights and Copyrights, in and to all Preliminary Works and Working Files, and Client shall return to Designer all Preliminary Works and Working Files in Client's possession within thirty (30) days of completion of the Services.

**IP 2.1 Original Artwork.** Designer retains property ownership in any original artwork comprising Final Works, including all rights to display or sell such artwork. Client shall return all original artwork to Designer within thirty (30) days of completion of the Services.

**IP 2.1 Designer Tools.** Designer Tools and all intellectual property rights therein, including Copyrights, shall be owned solely by Designer. Designer hereby grants to Client a nonexclusive, nontransferable (other than the right to sublicense such uses to Client's publisher, web hosting or Internet service providers), perpetual, worldwide license to use the Designer Tools solely with the Final Deliverables for the Project. Client may not directly or indirectly, in any form or manner, decompile, reverse engineer, or otherwise disassemble or modify any Designer Tools comprising software or technology.



# SUPPLEMENT 2: INTERACTIVE-SPECIFIC TERMS AND CONDITIONS

## I 1. SUPPORT SERVICES

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- I 1.1 Warranty Period.** "Support Services" means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies, but shall not include the development of enhancements to the Project or other services outside the scope of the Proposal. During the first thirty (30) days following expiration of this Agreement ("Warranty Period"), if any, Designer shall provide up to four (4) hours of Support Services at no additional cost to Client. Additional time shall be billed at Designer's regular hourly rate, then in effect upon the date of the request for additional support.
- I 1.2 Maintenance Period.** Upon expiration of the Warranty Period and at Client's option, Designer will provide Support Services for the following eleven (11) months (the "Maintenance Period") at Designer's hourly fees of \$90 per hour. The parties may extend the Maintenance Period beyond one year upon mutual written agreement.

## I 2. ENHANCEMENTS

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During the Maintenance Period, Client may request that Designer develop enhancements to the Deliverables, and Designer shall exercise commercially reasonable efforts to prioritize Designer's resources to create such enhancements. The parties understand that preexisting obligations to third parties existing on the date of the request for enhancements may delay the immediate execution of any such requested enhancements. Such enhancements shall be provided on a time and materials basis at Designer's then-in-effect price for such services.

## I 3. ADDITIONAL WARRANTIES AND REPRESENTATIONS

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- I 3.1 Deficiencies.** Subject to the representations and warranties of Client in connection with Client Content, Designer represents and warrants that the Final Deliverables will be free from Deficiencies. For the purposes of this Agreement, "Deficiency" shall mean a failure to comply with the specifications set forth in the Proposal in any material respect, but shall not include any problems caused by Client Content, modifications, alterations or changes made to Final Deliverables by Client or any third party after delivery by Designer, or the interaction of Final Deliverables with third party applications such as web browsers other than those specified in the Proposal. The parties acknowledge that Client's sole remedy and Designer's sole liability for a breach of this Section is the obligation of Designer to correct any Deficiency identified within the Warranty Period. In the event that a Deficiency is caused by Third Party Materials provided or specified by Designer, Designer's sole obligation shall be to substitute alternative Third Party Materials.
- I 3.2 Designer Tools.** Subject to the representations and warranties of the Client in connection with the materials supplied by Client, Designer represents and warrants that, to the best of Designer's knowledge, the Designer Tools do not knowingly infringe the rights of any third party, and use of same in connection with the Project will not knowingly violate the rights of any third parties except to the extent that such violations are caused by Client Content, or the modification of, or use of the Deliverables in combination with materials or equipment outside the scope of the applicable specifications, by Client or third parties.
- I 3.3 Third Party Licenses Provided by Designer.** Designer may, at its discretion, provide additional licensed plugins at no cost to the Client, for as long as the Client maintains an active Maintenance Period with the Designer. In the event that the Client chooses to terminate, or not extend a Maintenance Period with Designer, the Client will be responsible for purchasing their own license(s) in order to continue using and/or receiving software updates from the third party publishers, and Designer will not be obligated to grant continued usage of Designer-owned licenses to the Client after a Maintenance Period has concluded.

## I 4. COMPLIANCE WITH LAWS

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Designer shall use commercially reasonable efforts to ensure that all Final Deliverables shall be designed to comply with relevant rules and regulations known to Designer; however, Client, upon acceptance of the Deliverables, shall be solely responsible for conformance with all rules, regulations, and laws relating to Client's use thereof, including without limitation, relating to the transfer of software and technology, and compliance with the Americans with Disabilities Act and Section 508 of the Workforce Investment Act.