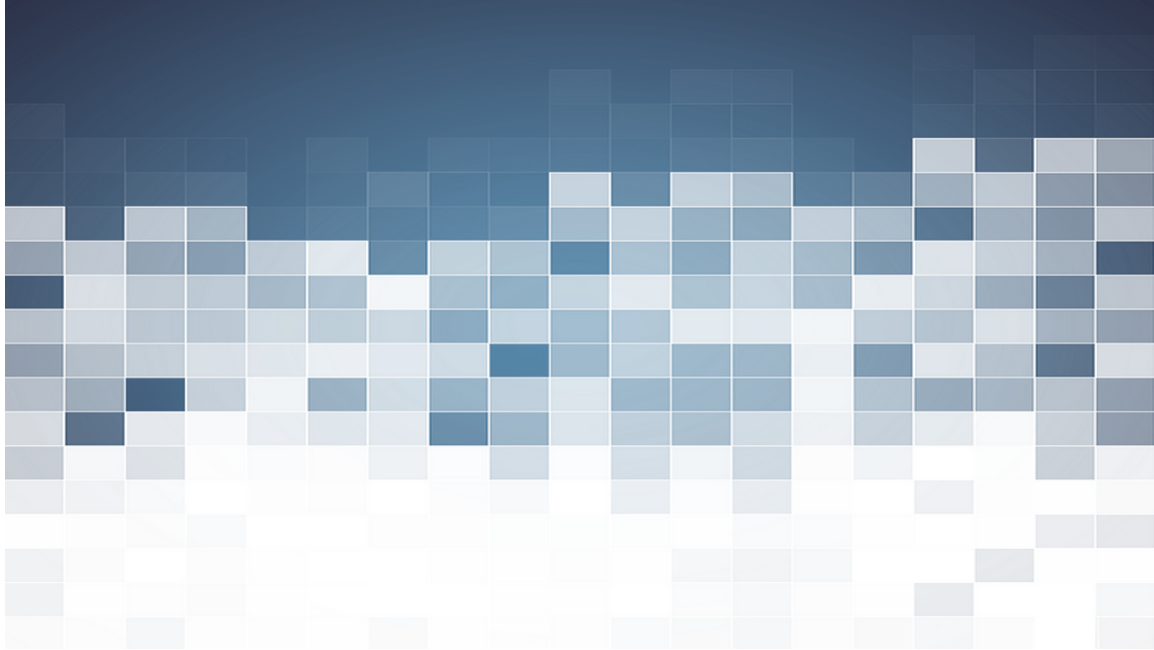


# RIVERBEND

• • • *digital*



## Spencer Opal Mines

### Web Services Proposal

This web development agreement is being entered into by Riverbend Digital and Spencer Opal Mines. Riverbend Digital will begin development of this project once the proposal has been signed and deposit is received. Throughout this document, "we" and "us" refers specifically to Riverbend Digital employees or contractors, and "you" and "your" refers to Client.

# Project Overview & Objective

Riverbend Digital will help create a responsive, usable, and engaging website for Spencer Opal Mines. The website will have e-commerce capability, allowing customers to purchase products directly from the website. In addition, it will be based on a Content Management System so that administrators of the website can make changes that will be instantaneous.

## Design Elements

Standards are important! Our design is *always* forward thinking, and that is why we use **HTML5** and **CSS3** as the default markup, unless otherwise specified and requested.

What this means is that the website will look great on all modern browsers, such as Chrome, Safari, Opera, Firefox, and Internet Explorer (versions 9 and 10). What this does *not* mean is that your site will look exactly the same on a 15 year old computer browsing with Netscape Navigator 4.78 (we miss Netscape as much as the next guy, but it is time to let go).

If your needs include custom scenarios where targeting old technology is a necessity, we can absolutely do that! But it is not customary, and it will increase the amount of time it takes for us to finish the project, and may also increase the cost.

## Graphical Elements

The Riverbend Digital graphic artists will design the look and feel of the website with white glove service. Our version of that is to adhere to the **vision** and **emotive response** that you have described to us.

We usually get it right the first time, but if necessary, we will provide up to two different layout designs and up to three revisions as part of our process. In addition, we will act as a trusted advisor to identify trends and design principles that are *crucial* to successfully marketing your web presence.

As we do this, we will use professional, high-quality images from reputable stock photographers. It is our responsibility to pay for licensing and rights management, but if there are particular assets that you would like to use that extend beyond a reasonable and prudent cost, we will negotiate a price.

## Favicon

All of our website designs come with a custom favicon. When someone makes your website a favorite by bookmarking, this icon will show up- reinforcing your brand instead of the browser default. This also will show up in the address bar of the browser anytime that someone visits your website.

## Navigation

Getting around your website will almost always include a menu of some sort. The exact design of the menu may be customized in form and function, but the general rule of thumb is that the navigation should be intuitive. It also should be familiar from one page to the next, so that your users will quickly understand how to get around.

The navigation design will include one “main” menu structure that can be modified by adding additional pages to the site. Additional menus can be added at a later date, but are not included as part of the initial design.

## Responsive Design

Unless otherwise specified, all of our design is responsive. This is just a fancy way of saying that your website will continue to look good from a variety of devices. It is a fact that more people than ever are getting to your website from lots of different hardware: phones, tablets, laptops, and even projection displays to name a few.

We work hard to ensure that your site degrades gracefully. If you are looking at the website from a mobile device, elements on the page will reposition or resize to make the experience better for the user.

## Website Content

Having the right content in the right places at the right times is what separates a wall of text from a useful and searchable website. Users and search engines agree that **Content is King**, and our websites typically include the following items to help your website *rule*.

### Front Page Slider

Index screen real estate is ultra important. Putting your best foot forward on your website must be done within the first couple of seconds after the page loads, or users may exit the site posthaste.

A frontpage slider allows a website owner to add and modify beautiful and effective images, along with calls to action. Our Front Page Slider includes up to three separate slides as part of the installation.

## Contact Forms

Users of the site often will need to get in touch with you. We will build a contact form that sends an email to a designated email address (or addresses). The purpose of the contact form is to allow a website visitor to submit their contact information. This is also a great technique for lead generation.

The contact form will include Name, Email Address, Subject, and Notes. If additional fields are necessary to help further qualify the request, we will provide up to six additional fields.

## Backend CMS

A CMS is a content management system. This means that when a simple change is necessary on your new website, most of the time you can make it without needing to contact anyone else. Even better, you won't need to understand advanced computer engineering just to change a few lines of text!

We use WordPress as our backend CMS. WordPress is a top tier solution and is used by over 60 million websites. It offers tremendous capabilities, and it is *rock-solid*.

## E-Commerce

You can sell products on your website using WooCommerce, an excellent e-commerce platform that allows you to have extreme flexibility for viewing of products and pricing that you have created, while still making it *really easy* for customers to buy stuff from you.

## Training

Once the site is ready to use, we will provide a short training session to teach the basics of the WordPress CMS to one or more of your employees. This will be no more than 2 hours, but worth every second.

## Supplying Content

We will use the CMS to load up to 20 pages of your content. This is text and copy that is prepared and written by you or your employees. We are not responsible for the obtaining and editing of this content, but instead will put it into your website verbatim once we have received it.

# SEO

SEO is extraordinarily important to the inbound marketing efforts of any business. We are experts in both local and organic SEO, and can assist your business in maximizing the potential of search to increase your business.

One of the methods that we can use to assist your business with strong Local SEO is through citation management. A business citation includes Name, Address, and Phone number (NAP) data for the business. This NAP data must be submitted accurately to many of the most important business directories on the Internet (such as Google, Yahoo, Localeze, etc.) Citations are how the best search engines figure out how important a local business is. Riverbend Digital will create a strong citation portfolio for Spencer Opal Mines.

## Facebook Advertising

Marketing efforts are like throwing a net into the sea; you hope you are placing the right type of net in the right area at the right time. Facebook advertising is like having a fish finder on your boat. The demographic funneling capability is incredibly powerful, and we propose a Facebook advertising budget as part of the inbound marketing plan.

With the website content, Riverbend Digital will assist you in creating engaging and targeted marketing messages. To leverage this content, we can create synchronized Facebook advertising.

This results in broad reach to an already engaged audience. They may not have searched *directly* for your products or services, but their affinity patterns and and “likes” show that they would be interested. The budget for this advertising can also be adjusted at will during specific timeframes for maximum effectiveness.

## Adwords Campaign

If we continue the fishing analogy, Google AdWords is like having fish jump into your boat. Riverbend Digital will assist you by providing specific ad copy, the keywords to target, the maximized CPC (Cost Per Click) bid based on the budget, and other vital details. Initially, Riverbend Digital will handle the AdWords campaign completely, but we can train and transition employees of your company to handle the Google marketing directly.

# Cost Summary & Schedule

## Website, SEO & Graphics Content

|   |               |
|---|---------------|
| Website Redesign, including graphical changes, SEO targeting, responsive mobile design, and e-commerce capability | \$1800        |
| <b>TOTAL ONE TIME</b>   | <b>\$1800</b> |

## Digital Suggested Advertising Plan

|                                  |              |
|----------------------------------|--------------|
| Facebook Wall Campaign Budget    | \$75         |
| Google AdWords Campaign Budget   | \$250        |
| Riverbend Advertising Management | \$75         |
| <b>TOTAL PER MONTH</b>           | <b>\$400</b> |

## Website Hosting

|  |             |
|--|-------------|
| Monthly web hosting including SSL certificate, custom Wordpress plugins and licensing, and domain registration | \$39        |
| <b>TOTAL PER MONTH</b>   | <b>\$39</b> |

Signature/Date: \_\_\_\_\_

Riverbend Digital/ Date: \_\_\_\_\_

# Terms & Conditions

All information in this proposal is subject to the following terms and conditions. By signing the proposal, you agree to abide by these terms.

## DEFINITIONS

**Agreement** means the Project Proposal, Terms and Conditions and any other attached documents.

**Designer** means any authorized agent or employee of RIVERBEND COMMUNICATIONS, LLC.

**Project** means the scope and purpose of the Client's identified usage of the work product as described in the Project Proposal.

**Services** means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Project Proposal.

**Final Deliverables** means the final versions of Deliverables provided by Designer and accepted by Client.

**Deliverables** means the services and work product specified in the Project Proposal to be delivered by Designer to Client.

**Client Content** means all materials, writing, images or other creative content provided by Client used in preparing or creating the Deliverables.

**Third Party Materials** means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

**Designer Tools** means all design tools developed and/or used by Company in performing the Services, including 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.

## DESIGNER SERVICES

Designer shall perform the services listed the Scope of Work according to the Work Plan and Milestones schedule.

## PROPOSAL

The terms of this Agreement expires thirty (30) days after being submitted to Client. If this Agreement expires, Designer may modify the Agreement and resubmit it to Client.

## COMPENSATION

**Fees.** Client agrees to pay Designer the fees listed in the Project Proposal, including all taxes.

**Expenses:** Client will pay Designer expenses, including but not limited to: (a) Incidental and out-of-pocket expenses at cost plus Designers standard markup of fifteen (15%); (b) Mileage reimbursement, other than normal commuting, at fifty-five (0.55) cents per mile; (c) Travel expenses, other than normal commuting, but including airfare and rental vehicles, with client approval.

## PAYMENT

**Payment Schedule:** Payment is due when Designer completes each milestone as listed in the Cost Summary and Schedule, and Client accepts the Deliverables for that milestone.

**Invoices:** All invoices are payable within fifteen (15) of receipt. Invoices shall list any expenses and additional costs as separate items.

## LATE PAYMENT

**Late Fee:** A monthly service fee of 1.5 percent, or the maximum allowed by law, is payable on all overdue

balances.

**Crediting Late Payments:** Payments will be credited to late payments first, then to unpaid balances.

**Collection Expenses:** Client shall pay all collection or legal fees caused by late payments.

**Withholding Delivery:** Designer may withhold delivery and transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full.

**Withholding License:** All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding Additional Costs, Expenses, Fees, or any other charges.

#### **CHANGES TO PROJECT SCOPE**

**Change Request:** If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send Designer a written Change Order describing the requested changes in detail. Within five (5) days of receiving a Change Order, Designer will respond with a statement proposing designers availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. Designer will evaluate each Change Order at its standard rate and charges.

**Major Change:** If Client requests are at or near ten (10%) percent of the time required to produce Deliverables, or the value of the Scope of Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Designer shall not begin work on the revised services until he receives a fully signed revised proposal and any additional fees.

**Minor Change:** If Client requests are not Major Changes, Client will be billed on a time and materials basis at Designers hourly rate of eighty-five (\$85) dollars per hour. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price or final price identified. Designer may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes.

**Acceptance/Rejection:** Client will have ten (10) days to respond in writing accepting or rejecting the new proposal. If Client rejects the proposal, Designer will not be obligated to perform any services beyond those in the original Agreement.

#### **DELAYS**

**Designer Delays:** Designer shall use all reasonable efforts to meet the Work Plan and Milestones delivery schedule. Designer may extend the due date for any Deliverable by giving written notice to Client. The total of all extensions shall not exceed 30 days.

**Client Delays:** Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by Client will result in a day-for-day extension of the due date for all Deliverables.

**General Delays:** Any delay caused by conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, terrorism and epidemics.

#### **EVALUATION AND ACCEPTANCE**

**Testing:** Designer will test and correct Deliverables using commercially reasonable efforts before providing Deliverables to Client.

**Approval Periods:** Client shall, within five (5) business days after receiving each Deliverable, notify Designer in writing of any failure to comply with the specification of the Project Proposal or of any other objections, corrections or changes required. Designer shall, within five (5) business days of receiving Clients notification, correct and submit a revised Deliverable to Client. Client shall, within five (5) business days of receiving a revised Deliverable, either approve the corrected version or make further changes. If after three (3) corrections by Designer, Client finds the Deliverables are not acceptable, Client may terminate this agreement subject to the termination clauses of this Agreement. If Client fails to provide



approval or comments during any approval period, those Deliverables will be considered approved and accepted. All objections, corrections and changes shall be subject to the terms and conditions of this Agreement.

#### **CLIENT RESPONSIBILITIES**

Client acknowledges that it is responsible for performing the following in a reasonable and timely manner: (a) Provide Client Content in a form suitable for use in the Deliverables without further preparation by Designer, unless otherwise specified in the Project Proposal; (b) Proofread all Deliverables. Client will be charged for correcting errors after the acceptance of any Deliverable; (c) Make decisions regarding other parties.

#### **ACCREDITATION AND PROMOTION**

**Accreditation:** Designer shall be entitled to place accreditation, as a hyperlink or otherwise, in the form, size and location as incorporated by Designer in the Deliverables on each page of the Final Deliverables.

**Promotion:** Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, 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.

**Promotional Approval:** Either party, subject to the other's reasonable approval, may describe its role in the Project on its website and in other promotional and marketing materials, and, if not expressly objected to, include a link to the other party's website.

#### **CONFIDENTIAL INFORMATION**

Client's "Confidential Information" includes information that Designer should reasonably believe to be confidential. Designer's "Confidential Information" includes the source code of any Designer Tools. All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only used as needed to perform this Agreement. Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure

#### **RELATIONSHIP OF THE PARTIES**

**Design Agents.** Designer shall be allowed to use third party's as independent contractors in connection with the Services ("Design Agents"). Designer shall remain fully responsible for Design Agents' compliance with this Agreement.

**No Exclusivity.** 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.

#### **REPRESENTATIONS AND WARRANTIES**

**By Client.** Client represents and warrants to Designer that: (a) To the best of Client's knowledge, use of the Client Content does not infringe the rights of any third party; (b) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials; (c) Client will obtain all necessary and appropriate rights and licenses to grant license to Designer to use Third Party Materials.

**By Designer:** Designer represents and warranty to Client that: (a) Designer will provide the Services identified in the Agreement in a professional and workmanlike manner; (b) Designer shall secure all necessary rights, title, and interest in and to the Final Deliverables, including Designer Tools, sufficient for Designer to grant the intellectual property rights provided in this Agreement; (c) To the best of Designer's knowledge, the Deliverables will not violate the rights of any third parties; (d) If Client or third parties modify the Deliverables or use the Deliverables outside of the scope or purpose of this Agreement, all representations and warranties of Designer shall be void.

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.

#### **INDEMNIFICATION AND LIABILITY**

**By Client:** Client shall indemnify Designer from any and all damages, liabilities, costs, losses, expenses or attorney fees 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. Designer shall promptly notify Client in writing of any third party claim or suit. Client shall have the right to fully control the defense and any settlement of such claim or suit.

**By Developer:** In the case of a third party lawsuit or proceeding based on a claim that Deliverables breach the third party's intellectual property rights, and it is determined that such infringement has occurred, Designer may at its own expense, replace any infringing content with non-infringing content.

**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.

#### **TERM AND TERMINATION**

**Term:** This agreement shall begin when both parties sign and shall continue until all Services are complete and delivered, or until the Agreement is Terminated.

**Termination for Cause:** Either party may terminate this agreement at any time, on thirty (30) days prior written notice if the other party breaches any of its material responsibilities or obligations under this Agreement and fails to cure that breach during that 30 day period.

**Termination for Insolvency:** Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it.

**Termination by Mutual Agreement:** This agreement may be terminated by the mutual agreement of the parties.

**Termination for Convenience:** Either party may terminate this agreement at any time and for any reason on thirty (30) days prior written notice to the other party. If Client terminates the Agreement under this section, Designer shall, at Client's reasonable discretion, complete any work assigned or scheduled during the notice period in accordance with the terms and conditions of this Agreement.

**Termination Fees:** In the event of termination, Client shall pay Designer for the Services performed through the date of termination in the amount of a prorated portion of the fees due. Client shall pay all Expenses, Fees, and Additional Costs incurred through the date of termination.

**Intellectual Property:** If Client terminates and on full payment of compensation, Designer grants Client right and title as provided by this Agreement with respect to those Deliverables provided and accepted by Client as of the date of termination.

**Confidential Information:** On 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) all rights and obligations regarding Confidential Information shall survive.

#### **RIGHTS TO FINAL ART**

**License:** Designer grants to Client a non-exclusive, perpetual and worldwide license to use and display the Final Deliverables in accordance with this Agreement. The rights granted to Client are for use of the Final Deliverables in its original form only. Client may not change, create derivative works or extract portions of

the Final Deliverables.

**Liquidation for unlicensed use:** Additional use of any Deliverables by Client outside the scope of the license granted above requires additional fees. Designer shall be entitled to further compensation equal to fifty (50%) percent of the total original Project fee unless otherwise agreed in writing by both parties. In the event of non-payment, Designer shall be entitled to pursue all remedies under law and equity.

#### **RIGHTS TO DELIVERABLES OTHER THAN FINAL ART**

**Client Content:** Client Content is the exclusive property of the Client. Client grants 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 limited promotional uses of the Deliverables as authorized in this Agreement.

**Preliminary Works.** Designer retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Designer within thirty (30) days of completion of the Services.

**Designer Tools.** All Designer Tools are and shall remain the exclusive property of Designer. Designer grants Client a nonexclusive, nontransferable, perpetual, worldwide license to use the Designer Tools solely to the extent necessary with the Final Deliverables for the Project.

#### **SUPPORT SERVICES**

**Warranty Period.** During the first 3 months following expiration of this Agreement, Designer shall provide up to 2 hours of Support Services at no additional cost to Client. Support Services means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies. Requests for additional support will be billed on a time and materials basis at Designers standard rate.

**Maintenance Period.** After the Warranty Period expires and at Client's option, Designer will provide Support Services for the following three (3) months for Designer's hourly fees of eighty-five (\$85) dollars per hour.

**No Enhancements:** The services in the Warranty Period and the Maintenance Period do not include enhancements to the Project or other services outside the scope of the Proposal.

#### **ENHANCEMENTS**

During the Maintenance Period, Client may request that Designer develop enhancements to the Deliverables. Designer shall exercise commercially reasonable efforts to prioritize Designer's resources to create such enhancements. Client understands Designer may have preexisting obligations that may delay requested enhancements. Designer shall provide any enhancements shall be provided on a time and materials basis at at Designers standard rate.

**Alterations.** Alteration of any Deliverable is prohibited without the express permission of Designer. Designer will be given the first opportunity to make the required alterations. Unauthorized alterations shall constitute additional use and will be billed accordingly.

#### **DISPUTE RESOLUTION**

**Negotiation:** Parties agree to attempt to resolve any dispute by negotiation between the parties.

**Arbitration/Mediation:** If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties.

**Litigation:** In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Idaho. The parties waive any jurisdictional or venue defenses available to them and further consent to service of process by mail.

**Attorney Fees:** The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

#### **GENERAL**

**Modification/Waiver:** Modifications to this Agreement must be in writing and signed by both parties. 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.

**Notices.** All notices under this Agreement shall be given in writing either by: (a) Fax or Email, with return confirmation of receipt; (b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email or fax, on confirmation of receipt.

**No Assignment.** Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party.

**Governing Law.** This Agreement shall be governed by the law of California

**Severability:** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law.

**Headings:** Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect.

**Complete Agreement:** This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.