



K.VIVEIROS
k r e a t i v e

STATEMENT OF WORK

Project: Quality First Commercial :: Website

Submitted: April 4, 2016

Confidential

1 Introduction

IN CONSIDERATION OF the covenants and conditions hereafter expressed this Statement of Work Agreement (“Agreement”) is made this 4th day of April, 2016,

BETWEEN: K.VIVEIROS KREATIVE, an organization existing under the laws of the state of California, with its head office located at:

15820 Babcock Street
San Diego, CA 92127

AND Quality First Commercial (the “Client”), an organization existing under the laws of the state of California, with its head office located at:

1495 Pacific Highway, Suite #540
San Diego, CA 92101

FOR THE FOLLOWING PROJECT: Quality First Commercial :: Website

1.1 Primary Contacts

K.Viveiros Kreative:

Katelyn Viveiros

858-334-8792

design@katelynviveiros.com

Quality First Commercial

Steven Martini

619-243-8451

smartini@qualityfirstcommercial.com

Client desires to engage and contract for the services of K.VIVEIROS KREATIVE to perform certain tasks as set forth below. K.VIVEIROS KREATIVE desires to enter into this Agreement and perform as an independent contractor for the Client and is willing to do so on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

2 Project Description

Quality First Commercial is looking for a website built on a Content Management System (CMS) so the Client can make updates as needed to the content. *Building the website on a CMS platform will allow the Client to edit content as needed and will allow the site to be expandable as the Client's web needs expand.*

K.Viveiros Kreative will use Client's imagery (along with stock photos as needed).

Client will provide K.Viveiros Kreative with website content.

Proposed Site Structure: This should give you a guideline when preparing content for the website.

Home Page: Introduction to your brand and what you offer in the way of services

Services: Services offered

Listings: Current Listings

Detailed Listings

Success: Testimonials, Success stories

Team: Introduction to team members

Blog: Set up a blog to share current market trends/case studies

Contact: to include contact form

These are meant to be guidelines for a content outline, please make changes as you see fit. Some of these pages may need to be combined or broken up into more based on the final content.

2.1 Scope

K.Viveiros Kreative will build a website for Quality First Commercial on a CMS platform. The website will be designed and will be provided to the Client for approval. Upon approval of comps, web development will begin.

K.Viveiros Kreative can make a recommendation for a hosting provider. **The Client will be responsible for purchasing a hosting plan and domain. Client will provide K.Viveiros Kreative**

with access to those accounts in order to launch the website. Client will also provide K.Viveiros Kreative with access to all current web domains.

K.Viveiros Kreative will create documentation on editing basic content on the website at the completion of the project.

2.2 Deliverables

Website: All web files will be migrated to your hosting server upon approval of the website. K.Viveiros Kreative will facilitate the launch of the website.

K.Viveiros Kreative will provide Client with a document for editing website content.

2.3 Project Timeline

This project can not commence before content is received and the Logo/Style Guide effort is 75% completed.

This section outlines the planned schedule of production assuming no unanticipated delays and timely feedback and communication from the Client.

Client agrees to grant leeway within reason to K.Viveiros Kreative to accommodate workload.

Duration of the **Design Phase** is estimated at **3 weeks** and preliminary estimate for the **Development and Testing Phase** is **3 weeks**. Development will commence upon final approval of all design comps and delivery of content from Client. Total duration of the project is estimated at **6 weeks** beginning upon execution of this Agreement and receipt of deposit. This timeline is dependent on Client delivering required web copy and on Client providing timely revisions. **All content must be finalized before the design phase can be completed. Any delay in receiving content or receiving feedback could result in project delays.** Some development can occur using placeholder copy and imagery but design changes may be necessary upon receipt of final content and that could cause delays.

2.4 Outside Scope

K.Viveiros Kreative will renegotiate with Client before performing any **tasks not outlined in section 2.1** including but not limited to additional graphic design due to scope changes, marketing strategy,

product development, meetings, or otherwise that is not specifically outlined in Sections 2, 2.1, & 2.2 of this Agreement.

Stock photos and purchased fonts are not included in this SOW and will be reimbursable by the Client.

An Additional Services contract may be provided to the client for significant scope changes. An AS will outline the new scope and fee.

Tasks that fall outside the scope of this Agreement or any AS, including design & development, will be billed to Client at a rate of \$50 USD per hour unless otherwise discussed and agreed upon in writing. Additionally, tasks that fall outside the scope of this Agreement may be agreed upon by both the K.VIVEIROS KREATIVE and Client and drafted into an executed Addendum to this Agreement.

3 Fees and Payment Terms

This project will be based on a fixed cost with an hourly rate of \$50 for any out of scope work.

3.1 Total Project Cost: **\$3000**

This price is inclusive of any web plugins, themes and widgets purchased. It is also inclusive of fonts, graphics and stock images that need to be purchased. At the completion of the project, K.Viveiros Kreative will provide the Client with all working files, images and other assets created or obtained for this project.

3.2 Payment Schedule

The Client shall pay **\$1000** prior to commencement of project.

The Client shall pay **\$1000** upon completion of Phase 1.

The Client shall pay **\$1000** upon approval of all deliverables and project completion.

3.3 Outside Expenses

The Client must authorize all expenses incurred by the K.VIVEIROS KREATIVE on behalf of the Client, including but not limited to software subscriptions, video production, iPhone or Android developer accounts, unrelated domain acquisitions, press release distribution, premium directory submissions, hosting packages, and other digital purchases will be billed to the Client in addition to the above Fees. The Client agrees to pay K.VIVEIROS KREATIVE by invoice due date.

4 Responsibilities

The Client and K.VIVEIROS KREATIVE are respectively responsible for, but not limited to:

4.1.1 Client:

- Paying on time.
- Providing timely revisions.
- Being available for approving each phase of Design & Development
- Content, general business information, photographs

4.2.1 K.VIVEIROS KREATIVE:

- Designing a website that meet's the client's approval, limited to the tasks outlines in this Agreement
- Meeting the terms set forth in this Agreement

5 Technical Provisions

5.1 Hosting

Client is responsible for setting up and providing hosting, hosting costs, ensuring server compatibility, and a sufficient environment for the technology development described in Section 2 of this Agreement. K.VIVEIROS KREATIVE is not required to handle hosting including but not limited to setting up a hosting package, transferring a DNS and/or redirecting an existing server, or transferring email addresses.

All costs and services provided related to hosting are outside the scope of this Agreement.

5.2 Feedback and Revisions

It is the Client's duty to provide timely, specific and detailed feedback over the duration of the project. Any revisions requested after a design has been signed-off will be treated as out of scope work and

billed accordingly. **Two rounds of revisions per page or design element are included; additional rounds will be billed at an hourly rate of \$50 per hour USD.** If the client requests changes that amount to a revision in excess of thirty percent (30%) of the time required to produce the original designs, cost of such revisions will be estimated and given to the Client for approval and work will be billed at the appropriate hourly rate.

5.3 K.VIVEIROS KREATIVE Access

When the K.VIVEIROS KREATIVE performs graphic design services or web / mobile development for the Client, K.VIVEIROS KREATIVE may need access to certain Client permissions including but not limited to:

- Client branding including logos and existing artwork in hi-res PSD/EPS format
- Server backend, repository, CMS access permissions
- Admin login credentials wherever applicable
- E-commerce login credentials
- Social media login credentials
- Company blog login
- Google Analytics and login
- Google Webmaster Tools login
- Access to Apple and/or Android developer accounts
- Facebook app accounts

5.4 Warranty

K.VIVEIROS KREATIVE will warranty technology including but not limited to website design & development, database set-up & development, application (mobile and/or web) design & development, API programming, system development, software development, etc. for a time period of ninety (90) days after final delivery. Warranty is void if the Client has not complied with the terms of this Agreement. All warranties for bug fixes apply to the scope of the project as defined in this document. A software bug is defined as

*A **software bug** is an error, flaw, mistake, failure, or fault in a computer program or system that produces an incorrect or unexpected result, or causes it to behave in unintended ways.*

This warranty covers bug fixes, however, does **NOT** include feature requests or scope changes. This warranty only covers the scope of this contract as outlined in Section 2 of this Agreement.

6 General Agreement Provisions

6.1 Non-Disclosure Provisions

K.VIVEIROS KREATIVE acknowledges that K.VIVEIROS KREATIVE may from time to time gain knowledge of the Client's proprietary information, software programs, client lists, vendor lists, business plans, trademarks, patents, and other proprietary information that provide Client a marketplace advantage. K.VIVEIROS KREATIVE agrees that under no circumstances shall K.VIVEIROS KREATIVE share, divulge, pass on or make available such information to any entity outside K.VIVEIROS KREATIVE unless approved by Client. Violation of this provision shall make K.VIVEIROS KREATIVE liable for damages incurred by the Client for this breach and all attorney fees and costs incurred by Client in enforcing this provision.

6.2 Non-Interference Provisions

Client recognizes that K.VIVEIROS KREATIVE invests substantial time, money and other resources attracting and retaining employees, contractors, and partners. The Client agrees and covenants that for a period of twelve (12) months following termination of this Agreement Client will not (without first obtaining the written permission of K.VIVEIROS KREATIVE) directly or indirectly participate in the solicitation of any business of any type to any person or entity which was a employee of, contractor to, or partner to K.VIVEIROS KREATIVE, during the period of this Agreement. Client agrees that for a period of twelve (12) months following termination of this Agreement, Client will not solicit or recruit any K.VIVEIROS KREATIVE's relationships to terminate its contractual or business relationship with K.VIVEIROS KREATIVE. Client further agrees that it will not assist any competitor of K.VIVEIROS KREATIVE in soliciting any K.VIVEIROS KREATIVE clients for a period of twelve (12) months

following termination of this contract, or during the term of this agreement. Client will remain responsible for resulting damages from such prohibited solicitation.

6.3 Indemnification

Client agrees to indemnify, save and hold harmless K.VIVEIROS KREATIVE 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 K.VIVEIROS KREATIVE 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) K.VIVEIROS KREATIVE 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 K.VIVEIROS KREATIVE in providing such assistance

6.4 Limitation of Liability

EXCEPT FOR DAMAGES ARISING FROM ANY NONCOMPLIANCE WITH SECTIONS 6.2, 6.3, 6.4, AND 6.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOSS OF PROFITS, REVENUE, DATA OR USE OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.5 Termination

This Agreement shall commence when signed by Contractor and K.VIVEIROS KREATIVE and shall remain effective until the Services are completed and delivered. This Agreement may be terminated at any time by either party effective immediately upon written notice, or written email, or the mutual Agreement of the parties, or 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; or (c) forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between both parties, or (d) believes on reasonable grounds that, by continuing to act on for other party, it may breach the professional conduct rules binding professionals in the Digital Marketing and/or High-Technology Industries.

6.6 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.

6.7 Jurisdiction and Venue

The parties agree that this Agreement is made subject to the jurisdiction and venue of the State of California, United States of America and all disputes arising from it shall be prosecuted in state district court, San Diego County, California, U.S.A.

6.8 Pre-Litigation

If a dispute arises from application of the terms of this Agreement, the parties shall submit the dispute to mediation prior to filing suit and shall do all in their respective powers to amiably resolve the dispute in a manner economic to all.

6.9 Completeness of This Agreement

The parties acknowledge that the preceding document includes all terms and conditions applicable to this contract and that there are no oral agreements contradicting these terms.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date(s) written below. If not executed by both parties, this contract is void thirty (30) days from submission date.

By: **K.Viveiros Kreative**

Katelyn Viveiros, Owner

Date

By: Quality First Commercial

Steven Martini

Date