



Client Agreement

Hosting, Support and Retainer Agreement

Date: 30 July 2015

Author: Zakk Goodsell

Email: zakk.goodsell@futuresquared.com.au

Address: 34 Anglesea Street,
South Hobart
Tasmania 7004

Contents

- 3. Summary
- 4. Retainer Agreement
- 5. Hosting and Support Agreement
- 6. Response Times
- 7. Definitions
- 8. Indicative Investment
- 9. Confirm Acceptance
- 10. Terms & Conditions
- 14. Hourly Rates

Summary

1. Support

2. Hosting

Terms

Terms

\$Price

\$Price

Ex GST per hour

Ex GST

So that we can provide quick and effect service; SLA's are required to be paid annually in advance.
Retainers are required to be paid monthly in advance. Hosting is subject to usage restrictions; any bandwidth usages exceeding 10 gigabytes per year will be charged at \$15 per gigabyte. All figures are exclusive of GST.

Retainer Agreement

Entering into a retainer agreement is a great way of ensuring your website stays up to date and allows you to make small changes to your website quickly and efficiently.

A standard retainer agreement comprises of strategy and planning, graphics and content design and technical development used to make changes to the website; it can be adjusted to suit your specific budgetary concerns.

As hosting and Content Management System support are not included in our initial agreement, any tasks which require hosting or CMS Support will be billed at our standard hourly rate within the retainer.

Any additional work conducted which exceeds the monthly retainer amount will be rolled over into the next month until the retainer catches up, or will be invoiced in addition to the monthly amount.

If a retainer budget is not utilised it will be rolled over within a given month it is retained for use at a later date. Any sum paid under the retainer is non-refundable for cash.

Our Service Promises

1. Future Squared guarantees a minimum 48 hours response to enquiries for both change requests and issues with your website. **All issues must be logged in our issue management software, JIRA, via the Support section of our website.**
2. Future Squared runs enterprise grade client support software JIRA to track all tasks logged by you and will provide an issues management report each month of tasks completed and outstanding.
3. Future Squared will maintain the website in working order and promptly fix any issues arising due to direct fault by Future Squared.
4. Future Squared will provide time and time frame estimates within 5 working days for all your change requests. **Delivery timeframe of change request will be dependent on size of the scope of work.** Future Squared will endeavour to deliver changes within a month of their request assuming requested work is reasonably agreed to be achievable within that time frame by all parties.
5. Future Squared will provide updates directly to you on any changes to timeframes of the delivery of scope of work as they become relevant. This include change to the scope by yourself and any other operational issues (sickness, holidays etc) which may delay the delivery of change request.

Hosting and Support Agreement

Entering into a Hosting and Support Agreement is a great way of ensuring your website stays up to date and ensures peace of mind that your website technical issues will be dealt with quickly and efficiently.

Hosting your website with Future Squared guarantees a 99.97% uptime on website infrastructure so your systems are available year round.

Future Squared will also provide Content Management System (CMS) Support and Maintenance to keep your CMS up to date, secure from hacks, and exploits; ensuring it is running smoothly so you can go about your day to day business with peace of mind.

All support progress can be tracked through our enterprise grade issues tracking software JIRA.

You will also get access to the Future Squared staff to answer your questions via phone as we are available (9-5 on business days).

Our Service Promises

1. Future Squared guarantees a minimum 48 hours response to enquiries for both change requests and issues with your website. **All issues must be logged in our issue management software, JIRA, via the Support section of our website.**
2. Future Squared runs enterprise grade client support software JIRA to track all tasks logged by you.
3. Future Squared will maintain the website in working order and promptly fix any issues arising due to direct fault by Future Squared.
4. Future Squared will keep your website up to date for all relevant plugins, security and WordPress Core updates.
5. Future Squared will provide a fix to all bugs arising from updates to WordPress without any additional

Please note: changes to the website including content management, design changes, new features are not covered in this arrangement and will be charged at a standard hourly rate.

Response Times – Bugs

High Importance

Website is down and cannot be accessed.

Response: 30 Minutes

Fix: 8 to 12 Hours on business days.

Medium Importance

An area of the website cannot be accessed which is a key business component e.g. payment system.

Response: 30 Minutes

Fix: 48 Hours on business days.

Low Importance

A small issue such as missing or incorrectly placed images and text, a missing page, website is loading slowly.

Response: 30 Minutes

Fix: Within 7 business days.

All bugs or issues must be logged via the form in the 'Support' section of Future Squared Website to ensure a response. Any issues not logged via the website may result in extended response times.

Response times on weekends are subject to support staff availability.

Definitions

Hosting

Issues related to server up and down time; Future Squared will ensure that your website is accessible by the public throughout the year by holding two version of your site on separate servers and having archived backups of the site in case of server failures.

Hosting Fees cover the server data space and internet connection required to service the users of your site.

Hosting has been set at an estimated amount; current usage and future projections need to be reviewed before a final amount can be confirmed.

Website Bug

A bug is defined as an omission in agreed project deliverables; things we missed out that we said we would give you or failure of the system we built due to something we failed to do. An acceptable fix is one that resolves the immediate issue as defined by Future Squared; Bugs are fixed free of charge in a time-frame based on their severity. Please note, we will not fix other people bugs free of charge, so any existing issues with the site should be fixed after a site audit.

Bug fixes will be conducted within the support agreement free of charge

CMS Maintenance

WordPress is an open source product; free to use and simple to upgrade. However, to ensure that your version is maintained, from time to time we have to update and adapt WordPress to continue to service your site.

To cover our time updating we have a CMS Maintenance Fee. This covers changes to the core functionalities and plug-ins used in WordPress to make your site run.

CMS Maintenance will be conducted on an as needs basis to keep WordPress Core, Security and all other plugins up to date.

Change Request

Anything which is not a CMS maintenance task or technical bug is a change request. Change request are changes to your website that you would like to see and we will provide estimates for all change requests before we begin work.

Change Requests will be conducted within the retainer at our standard hourly rates.

Agreement Name

Total Cost:

\$price

ex. GST

Full Agreement Form

Date:

Client Name

I am an authorised representative of I approve (please circle or highlight):

1. Suport	d	Yes	No
2. Hosting		Yes	No

Approved by:

Witnessed by:

Signature:

Future Squared

I am an authorised representative of [Future Squared](#) I approve the proposed work and all related costs.

Approved by:

Signature:

Terms & Conditions:

Our Quotation

1.1 You have received our proposal and quotation. Before we commence any work on your behalf, a copy of the proposal and quotation must be approved by you (an agreement) in writing.

1.2 Once we have a valid and binding Agreement, project work can commence. (Placement of an order for design or development, or any service offered by us submitted in a valid form constitutes acceptance of the proposal and the quotation in the terms and conditions that are set out in this document).

Other Services

2.1 Charges for additional services will become fully payable at the time of the acceptance of the quotation for those services.

Quotations and Estimates

3.1 If a quotation cannot be given, an estimate will be provided. An estimate may be accepted in the same way as a quotation. The provisions of this Agreement will apply to an estimate in the same way as they apply to a quotation.

Alterations

4.2 If you request alterations, those new works required as a result of your request are payable by you. By accepting the terms and conditions in this document you are accepting any additional costs associated with the carrying out of such alterations. Alteration costs will be charged at the applicable hourly rate for the task performed.

4.2 You agree that we have no responsibility for any amendment made by a third party before or after a web initiative is released.

Rights of Access to Website Construction

5.1 You agree to allow us all necessary access to computer systems and other hardware (wherever that is situated) in order to carry out the work. You will cooperate in the provision of necessary read/write permissions, user names and passwords. NOTE: You also agree to allow us access to any computer systems, user names and/or passwords required to remove data

Standard Web Site And Web Application Warranty Period

11.1 We agree to guarantee any web site or web application to be free of defect for a period of 30 days from launch. Defects are defined as errors or omissions in project deliverables. Any defects found during the warranty period must be logged with us on our enterprise issue tracking system otherwise no action can be taken to remedy the defects. Correctly lodged defects will be attended to with utmost priority but we cannot guarantee a response time.

11.2 Defects identified outside the warranty period are generally not covered free of charge. We reserve the right to charge to carry out corrections or alterations outside the warranty period. In respect of projects of a complicated functional nature we recommend that you engage qualified and independent testers.

11.3 This warranty does not extend to typographical errors or otherwise apply to materials supplied by you.

Design And Development Credits

12.1 You agree to allow us to place a credit on printed materials, exhibition displays, advertisements and to link our web site from yours. This will usually be in the form of a small logo or line of text placed towards the bottom of the page or screen. You also agree to allow us to place your web site(s) and other designs on our own web site for demonstration purposes and to use such designs in our own publicity.

Cancellation

13.1 You may cancel an order by telephone or email provided you confirm cancellation by ordinary post in writing. Deposits will not be refunded where a cancellation is made. The balance of monies due, up to and including the current project milestone, must be paid within 30 days of cancellation.

13.2 Future Squared reserves the right to deduct expenses, salaries, project management fees and varied commissions from any deposits paid prior to any refunds been made available

Payment Terms

14.1 Our project proposal will include a payment schedule. You agree to accept the payment schedule. If a payment schedule has not been identified in your project proposal

(including necessary access to premises) when there is a failure to comply with these terms and conditions.

Data Format

6.1 You will supply data to us in a form which enables us to perform our services under the contract. Without limiting the foregoing, text is to be supplied in an electronic format as standard text (.txt), MSWord (.doc) on CD Rom, USB drive or via email. Images and logos must be of a quality suitable to the job. Additional expenses may be incurred for any steps required to be taken to enable use of the supplied information, including (but not limited to) photography and art direction, photography searches, media conversion, digital imaging processing, or data entry services.

Website Services

7.1 We agree to design and author web sites in accordance with your approved design concepts. We may present a number of draft design concepts, and your contribution to finalisation of the design is welcome. Once you have approved a final concept we will provide you with an opportunity to review the resulting work and to sign off on it. Our price will allow for the making of minor changes to the resulting work at no additional cost to you, provided the changes are requested within 7 days of submission of the work for final approval. For this purpose minor changes include small changes to text, and adjustments to the placement of items on the web page. (It does not extend to changes to images, colour schemes or navigation features).

7.2 You can advise minor changes by email but will be required to provide written confirmation in writing. Once the web design is complete in accordance with your signed acceptance of the final concept (7.1), it is considered finished. The finished web design will then be submitted to development teams for processing. Changes to design mid-project once development work is in progress are costly, undesirable, and will incur further charges. In some circumstances changes may necessitate recommencement of the project in full. We reserve the right to require full payment in advance if changes are requested at this stage.

Web Standards and Accessibility

8.1 We agree to design web sites and web applications to the strictest current W3C standards (XHTML Strict) where the clients' own design requirements permit such efforts. We undertake to test web sites and web applications on the following browsers most recent release and prior release e.g. Internet Explorer 9 and 10 and will provide testing and support for following browsers at the time of acceptance of these terms and conditions: Internet Explorer, FireFox, Google Chrome and Safari (Mac Os only)

8.2 We will make all reasonable efforts to meet standards compliance, and to the extent that there is a deficiency in respect of standards compliance we will correct and amend that

then the following terms apply:

- a. A deposit is required for any project with a cost in excess of \$2,000.00 inclusive of GST
- b. The deposit fee is 50% of the project cost and is payable prior to commencement
- c. The remaining project charges are to be paid across the life of the project against stipulated milestones or instalments

14.2 Payment terms are 14 days unless otherwise negotiated. Unpaid invoices attract an extra charge of 2% per month. Payments may be made by cash, cheque, electronic funds transfer or via credit card, (or barter card in our discretion). Credit card or barter card transactions may be subject to a transaction handling fee of 3%. Returned cheques will incur a fee of \$100.00 per returned cheque. We reserve the right to consider an account to be in default in the event of a returned cheque.

Payment Defaults

15.1 An account shall be considered to be in default if it remains unpaid for 14 days from the date of invoice or after a returned cheque. We shall be entitled to remove or restrict access to your content or our material from any and all computer systems or web servers until the amount due has been paid. Removal of the material does not extinguish liability to pay the amount due. If your account falls into default you agree to pay our reasonable legal costs and third-party collection agency fees in the enforcement of your liability. Furthermore, reinstatement of materials may incur a processing fee at our applicable hourly rates.

Copyright Notice

16.1 We retain copyright on all design work including words, pictures, ideas, visuals and illustrations produced by us unless these have been assigned to you in writing and all costs in association with the project have been paid.

16.2 Any artwork, images or text supplied and/or designed by us on your behalf will remain our property. You may request from us permission to use materials over which we hold copyright and we may in our discretion grant this licence by providing you with permission to reproduce such works at a nominated fee. Such permission must be obtained in writing.

16.3 You warrant that you have the necessary permission to use materials submitted to us for use in respect of your web site development or otherwise. You agree to indemnify us in respect of any liability and/or costs associated with a claim made by a third party in respect of the use of such materials. This indemnity includes our reasonable legal costs. Furthermore you agree to allow us to remove and/or replace any file which has been used in breach of a third party copyright.

Licence

17.1 All web sites and applications developed by us utilise our own proprietary libraries of code.

deficiency during the standard warranty period. The scope of the warranty is limited to deficiencies or defects deemed fair and reasonable in all the circumstances. That matter is judged in our discretion. We accept no responsibility for failure to meet a given standard or provide relevant accessibility.

Search Engine Submission

9.1 We cannot guarantee any particular placement in search engine site ranking. Acceptance by a particular search engine cannot be guaranteed. The time it takes for a particular web site to appear in search results varies from one search engine to another. You agree and acknowledge these matters and accept that they are beyond our control.

Hosting

10.1 We offer in-house hosting services and provide agreements for hosting in association with a WordPress support agreement. If you have not signed an WordPress Support agreement or tailored service level agreement (SLA) in relation to web development, we do not guarantee continuous service and will accept no liability for loss of service whatever the cause.

10.2 Where you opt for an external hosting arrangement we may request that you change the type of hosting account used if that account is deemed by us to be unacceptable due to poor service, lack of bandwidth, or insufficient support to the web site. Hosting fees are your responsibility and we are not liable for their payment.

10.3 Where you opt to utilise our in-house hosting services you agree to provide written notification for deployment prior to us setting the site or application live. Unless we are bound to a licence agreement or service level agreement, you agree to fully accept responsibility for the site or application, its content and the accuracy of its content upon notification to deploy the site or application. We agree to resolve production defects in the web site or application in accordance with the standard warranty period.

We retain copyright in respect of said code. The code creates a significant competitive advantage and is our valuable intellectual property. You are not under any circumstance allowed to access the source code. On request we may develop sites or further applications utilising the code on your behalf, at cost.

17.2 The use of this software or web site is licensed to you and this licence continues as long as the software is used in respect of the particular web initiative which has been designed and developed by us for you. The licence does not permit you to make any amendment or alteration to the software, or the web initiative.

17.3 Licences only apply to custom code written by Future Squared.

Disclaimer

18.1 We make no warranty of any kind express or implied for any product or service supplied. We will not be responsible for any damage resulting from our products or supplies. To the extent that liability may not be excluded, our liability is limited to payment of an amount equivalent to our fee.

18.2 We are not responsible for any loss or consequential loss of data, or non-delivery of products or services howsoever caused. Whilst we will take reasonable steps to avoid loss, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. You agree not to hold us responsible for any such loss or damage. To the extent that any amount is payable to you said amount shall not exceed the fee paid by you.

Subcontractors

19.1 We reserve the right to use the services of subcontractors, agents and suppliers at our discretion.

Hourly Rates

Creative Design & Markup	\$140 p/hr	This covers tasks such as graphic design and front-end development (XHTML mark-up, JavaScript etc).
Web & Application Development	\$140 p/hr	This covers more complex tasks such as project management, documentation, server-side development and systems administration.
Strategic Consulting & Architecture	\$220 p/hr	This applies to strategic consulting time from the company directors.
Project Management	\$180 p/hr	This applies to all project management undertakings, client communications and associated responsibilities.
Testing, Training & Support	\$140 p/hr	User acceptance testing, pre-release testing, quality control, training for system use, onsite support.



Sydney

Hobart

Melbourne

www.futuresquared.com.au

The financial and temporal details of this document are guaranteed for a maximum of 2 weeks from the date of supply. If the decision making process exceeds this time we would appreciate the opportunity to submit an amended document.

This proposal is copyright © 2015 Future Squared P/L.

All figures are quoted in Australian dollars and are GST exclusive.