



RE-Data Software Solutions LLC

## Website Construction Procedure

Where applicable, with help and input from Client, RE-Data Software Solutions LLC will prepare the appropriate design and work with the content provided by Client for development of the website. Client must submit content to the design department before site construction begins on the custom website. Client must submit content to RE-Data Software Solutions LLC in a digital format. No hard copies or faxes accepted for adding content. Prior to the website being taken live, Client will receive a url to staging area to verify information or content is complete. Client will then have five (5) business days to submit missing or incomplete content. If complete content is not received, the website will be taken live "as-is". If the website is taken live without all of the pages completed due to incomplete content, those pages may be banked and developed in the future using Client's design time.

In submitting content to RE-Data Software Solutions LLC , links to sample sites Client likes are for general information purposes only and assist RE-Data Software Solutions LLC with the design of Client's custom website. The functionality and detail of the sample sites will not be duplicated unless such functionality and detail are specifically included and itemized in RE-Data Software Solutions LLC proposal. Direct duplications of sample sites will not be permitted unless the original sample site owner provides express, written consent.

The design and content layout are completed by the designer and presented to Client for approval. After Client approves the website, the website will go live. RE-Data Software Solutions LLC may review the text before the website goes live to correct any possible errors. RE-Data Software Solutions LLC is not liable for the accuracy of information, typing or spelling errors in any of the content approved by Client and published on the website. Client will be notified by email that the website is live.



RE-Data Software Solutions LLC

## Time Frame

Client understands, agrees, and acknowledges that RE-Data Software Solutions LLC does not guarantee a time frame for completion of ANY website. All times outlined in proposals are estimates. A website cannot be completed without submission of complete content, design approvals, and participation from Client. If Client continues submitting additional content throughout the design process, the design time frame is increased. If Client does not submit complete content and RE-Data Software Solutions LLC is not able to start or complete the custom website design, Client still is responsible for and agrees to pay all fees incurred, including, but not limited to, set-up, enhancement, and monthly hosting charges that begin accruing from date of sale. If Client's website requires custom programming, functionality, flash, e-commerce, IDX, or the use of a database, the overall development time will be extended.

Client is provided with a placeholder immediately after sale if requested. Upon request, The welcome website is a temporary website Client can modify and direct customers to while the website is being built. Client may choose not to have a welcome website.

## Changes/Revisions

RE-Data Software Solutions LLC agrees to provide any and all Services, including but not limited to, the design and construction of a website or marketing services, pursuant to the specifications contained in the original terms of sale. Any additions or changes to Services requested by Client that are outside of or beyond the scope of the original terms of sale will be billed to Client at RE-Data Software Solutions LLC's standard hourly rate (\$100/hour), and Client agrees to pay all charges billed for such additions or changes. RE-Data Software Solutions LLC is not obligated to complete any additions or changes to Services requested by Client that are outside of the scope of work contained in the original terms of sale. If RE-Data Software Solutions LLC does not agree to the Client's requests for additions or changes to Services, Client still is obligated to pay all fees incurred and due. With respect to the design and construction of a website, Client will be provided a screen shot for any semi custom website before programming starts for client to alter the proposed site before programming begins, and one (1) opportunities to alter ( 5 hours) the proposed web program after all user requirements and functional requirements have been completed by RE-Data Software Solutions LLC.



RE-Data Software Solutions LLC

## Testing and Acceptance Procedures

RE-Data Software Solutions LLC will make a good faith effort to test all deliverables thoroughly and make all necessary corrections as a result of such testing prior to sending the deliverables to Client. Upon receipt of the deliverables, Client shall either: (1) accept the deliverables; or (2) provide RE-Data Software Solutions LLC with written or e-mail notification of any corrections Client requires for completion site or revision. RE-Data Software Solutions LLC and Client shall each designate one representative as the designated person who will send, receive, and accept all deliverables and communications between RE-Data Software Solutions LLC and Client. Neither RE-Data Software Solutions LLC nor Client shall have any obligation to consider for approval, or respond to, communication, deliverables, or materials submitted by any person other than the designated person. Both RE-Data Software Solutions LLC and Client each have the right to change its designated person upon two (2) days' notice to the other.

## Client Approval

Client is responsible for testing and approving the functionality of all Services, including but not limited to websites and marketing services, upon RE-Data Software Solutions LLC's request and notification that the Services and/or website or marketing services have been completed. Client's responsibility includes, but is not limited to, testing the functionality of all Services, website pages, databases, e-commerce stores, payment functions, galleries, forums, etc. Upon Client's approval of the Services and/or website to go live, Client agrees and acknowledges that Services have been rendered by RE-Data Software Solutions LLC and the functionality of the website has been tested and approved by Client. If any revision are requested to a live site we will notify client as soon as they are completed. The client must test the site revisions in a timely manner to avoid any possible conflicts with the Client's site users. This system of checks and balances is in place to avoid any problems in the future. The onus is on the site owner/ Client to verify all modifications to the live site as it is with the development site.

Client acknowledges and agrees that if Client does not respond within five (5) business days to RE-Data Software Solutions LLC's request for approval and notification that the Services and/or website have been completed, the Services and/or website, along with the functionality of the Services and/or website and services rendered, will be deemed to be approved by the Client, and the Services and/or website will be taken live "as-is".



RE-Data Software Solutions LLC

Client acknowledges and agrees that if Client to requests by RE-Data Software Solutions LLC for missing or incomplete information, a final notification and/or request will be sent to Client. If Client does not respond within five (5) business days to RE-Data Software Solutions LLC's notification or requests for missing information, the Services and/or website, along with the functionality of the Services and/or website and the services rendered, will be deemed to be approved by the Client, and the Services and/or website will be taken live with the missing or incomplete information "as-is" or "under construction".

## **Updates to Live Website/Design Time**

After the website is live, Client may wish to make changes or updates to the website from time to time. Most changes can be made using RE-Data Software Solutions LLC's online editors. The online editors may not be available for all websites, or all pages of a website. Availability of the online editors is dependent upon the functionality and specifications required for the Client's website. For changes that cannot be made with the editors, Client may use available RE-Data Software Solutions LLC design hours. These changes must be requested through RE-Data Software Solutions LLC 's Support Department at [Support@RE-Data.com](mailto:Support@RE-Data.com). Design hours can be used for modifying the design or layout of the website. Design hours cannot be used toward the completion or modification of databases, custom programming, e-commerce or flash or other enhancements that must be purchased. Changes or updates that exceed the Client's available "design hours" will be billed to the Client at the standard hourly rate.

RE-Data Software Solutions LLC is not responsible for any changes Client makes to his/her website, or if Client breaks the website. Time required by RE-Data Software Solutions LLC to repair changes made by Client will be billed to Client at RE-Data Software Solutions LLC's standard hourly rate if it exceeds available "design / development hours".



RE-Data Software Solutions LLC

## **Marketing Representations**

RE-Data Software Solutions LLC makes no representations as to the marketing of Client's products, services or sales. Client's obligation to pay fees due to RE-Data Software Solutions LLC are due at time of sale of website design, marketing and hosting services and are not contingent upon Client's marketing of said website. Client is responsible for all marketing of Client's website.

## **Copyright Protection**

Client is advised to copyright and protect all final art against duplication or alteration. RE-Data Software Solutions LLC is not responsible for any Client's copyrightable material.

## **RE-Data Software Solutions LLC.'s Proprietary Rights**

Client acknowledges and agrees that RE-Data Software Solutions LLC 's Services may contain proprietary and confidential information that is protected by intellectual- and proprietary-rights laws. Client agrees to not reproduce, duplicate, copy, sell, resell or exploit any portion of RE-Data Software Solutions LLC's Services or proprietary or confidential information. RE-Data Software Solutions LLC does not provide direct access, through File Transfer Protocol or other means, to any proprietary technology.