

SCHEDULE A - WEBSITE DESIGN AND PRODUCTION SERVICES

This Schedule A is attached to and forms a part of the Standard Agreement for Website Management Services entered into between Digital Gear and Client.

1. **Scope.** Digital Gear will provide the design and production services for Client's Website in accordance with the description of the services, milestones and delivery schedule set forth in the attached Statement of Work (the "Project Description").

Digital Gear shall prepare, in conjunction with Client, a Design Document ("Document") for the Project, satisfying the requirements set forth in this Attachment. The Document shall include: (a) Specifications for the Project; and (b) A listing of all items to be delivered to Client under this Agreement and the major milestones for the Project ("Milestones");

Upon execution of this Agreement, Client and Digital Gear shall complete the Document within twenty (20) business days or sooner. Upon approval of the Project Plan by both Client and Digital Gear, it will be deemed by both parties to have become a part of this Agreement and will be incorporated by reference. Digital Gear shall then commence development of Project that will substantially conform to the requirements set forth in the Attachment.

2. COMPENSATION

2.1 **Project Fees** - In consideration of the Services to be provided above, Client agrees to pay Digital Gear a total fee of **\$74,685.00** ("Total Fee") for the following items as proposed:

WEBSITE DESIGN	INVESTMENT
Full Visual Redesign	\$14,995.00
Complete visual design including graphics, navigation, links & styles	Included
ADA Level 1 Compliance	Included
ADA Level 1 Testing	Included
Multi Browser compatible (IE, Firefox, Safari, Chrome)	Included
QA Testing	Included
Graphics Design Optimization	Included
Social Marketing Enabled (Includes Sticky Footer)	Included
Footer Site Map	Included
Web Site Crum Trail	Included
Changeable font size (Two Options)	Included
Google Website Analytics	Included
Integration of YouTube Videos	Included
Contact Form With Data Capture aka CRM (CAPTCHA Enabled)	Included
SEO Friendly Build	Included
On-Site Training & On-Site Consultations	Included

KJK

Client Initials

OPTIONS	Setup
Content Management System - Sitewide. Implementation of Open Source Content Management System (VWordpress recommended)	\$4,550.00
CMS Login Administration Module with Content Edit Limitation	\$3,750.00
News & Announcements Module	\$1,550.00
Responsive Design For Mobile, IPAD and PDA Device Detection	\$1,550.00
Enewsletter Template (1) and Transmission Service	\$1,250.00
Enewsletter Sign up Auto Add to Transmission List	\$995.00
Member Database Administration System	\$25,950.00
Online Payment Module with 1 Year SSL Certificate	\$4,995.00
Employment Listing with Calculation Payment Module	\$3,250.00
Online Invoice with Email Transmission Feature	\$2,250.00
Online Elections Module with Tabulation System	\$2,735.00
Online Poll Module with Tabulation System	\$2,735.00
Calendar of Events with Registration Module	\$3,250.00
Hosting for 99.9% Uptime	
Flip Book Online Planner	\$880.00
	\$59,690.00

The total fee shall not exceed the amount stated without the execution of mutually negotiated change order (Schedule A, section 7.0) and shall consist of the following **payment amounts**.

A First Payment of the total fee in the amount of **\$2,357.62 (Initial Payment)** shall be payable upon execution of this Schedule A.

Thirty-four (34) monthly payments of the total fee in the amount of **\$2,357.62** shall be payable upon the first (1st) day of each subsequent month.

Final payment of the total fee in the amount of **\$2,357.62 (Final Payment)** shall become due and payable on the first (1st) day of the 36th month from the start of this agreement.

A Late Charge is applicable at the rate of 10% for each monthly payment that remains unpaid for each 30 days after its due date.

An Amortization Rate of 8.5% has been applied in the payment plan described above. The payment plan offered is subject to final credit approval of Client by Digital Gear.

2.2 Change Order Fees - Should Digital Gear and Client execute a Change Order, any additional fees due under the Change Order shall be due and payable upon Client's execution of the Project Approval Document.

2.3 Direct Expenses - Any direct and out-of-pocket expenses incurred by Digital Gear on behalf of Client and approved in advance by Client, shall be payable immediately upon receipt of invoice from third party for these expenses which include but are not limited to third party services, hardware, software, content collection services, copy writing services, media costs, and other expenses incurred as necessary for the satisfactory completion of this Project.

3. Client Approval - Client shall have opportunity to review and approve the Design at Digital Gear's Test Site. Digital Gear shall revise said Design if necessary until it meets with Client's approval prior to initiation of the Web Page Production Services. Client shall signify approval of the Design on the Design Approval Document, at which point Digital Gear shall initiate Page Production Services using the approved Design. Changes requested by Client after execution of the Design Approval Document shall be performed under a Change Order at additional cost.

Digital Gear shall not be obligated to revise the initial Design based on Client's review more than 3 times. Should Client fail to approve the Design after 3 additional revisions thereof, Digital Gear may cancel this agreement within 3 working days of Client's rejection of the third revision. Should Digital Gear fail to develop a Design suitable to Client as described in the Document, either initially or within 3 additional

KJ12 Client Initials

7.2 Execution of Change Orders - Upon execution of the Change Order by Client's duly authorized agent, Digital Gear shall perform the agreed changes in the course of Digital Gear's performance of the remainder of the Project.

For purposes of this Agreement, each Change Order duly authorized in writing by Client and Digital Gear shall be deemed incorporated into and made part of this Agreement. Each such Change Order shall constitute a formal change to this Agreement adjusting fees and completion dates as finally agreed upon.

- 8. Third Party Services** – In the event that Client appoints a third party to perform certain functions or tasks at any time in relation to the Project, Digital Gear may modify or reject the proposed functions if Digital Gear feels that those functions are not suitable for technical reasons or other causes deemed detrimental to the completion of the Project. When Digital Gear accepts the proposed or modified functions thereof as suitable for use in completion of the Project, Digital Gear shall place the modified Design on the Test Site for review by Client.

Client holds Digital Gear harmless from any claims presented by Third Party Service Providers appointed by Client. Any fees due to Third Parties for their services rendered shall be the Client's responsibility to pay, and are not included in this Agreement.

- 9. Delays** - Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control. Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. Failure of subcontractors and inability of Client to obtain materials shall not be considered a condition beyond a party's reasonable control.

Digital Gear shall use all reasonable efforts to deliver the Project on schedule. However, at its option or due to circumstance beyond its control, Digital Gear may, with advance notice to Client and with Client's prior approval, extend the due date for any Deliverables.

Digital Gear agrees to reimburse Client for the equivalent hosting services fees for each month of delay in the publication of the project from the original agreed date of publication if the delay was due to Digital Gear's neglect. In the event that Client does not meet its obligations to deliver the required content, material or provide milestone approvals within the required dates, this provision for reimbursement by Digital Gear becomes null and void.

- 10. Digital Gear Warranties** – Digital Gear warrants the following:

- Digital Gear warrants that for ninety (90) days following Publication of the Web site, the Web site will be free from material reproducible programming errors and defects in workmanship and materials, and will substantially conform to the Specifications in the Design Approval Document when maintained and operated in accordance with Digital Gear's instructions. If material reproducible errors are discovered during the warranty period, Digital Gear shall promptly remedy them at no additional expense to Client. Digital Gear shall not be obligated to cure any defect unless Client notifies it of the existence and nature of such defect promptly upon discovery. This warranty to Client shall be null and void if Client is in default under this Agreement or if the nonconformance is due to:
 - (1) Hardware failures due to defects, power problems, environmental problems or any other cause beyond the control of Digital Gear;
 - (2) Modifications of the operating systems or computer hardware by any party other than Digital Gear; or
 - (3) Misuse, errors or negligence of Client, its employees or agents.
- Digital Gear shall take reasonable precautions to safeguard materials or data provided by Client. The Digital Gear shall, however, not be liable for any damage to, or loss of any material so provided by Client, other than on account of willful neglect or gross negligence of Digital Gear.
- Digital Gear in no way warrants that the Web Site Assets will function as described above if hosted on equipment not under Digital Gear's control.

- 11. Statement of Work**– Please see attached Proposal dated Revised, March 20th, 2012 for scope of work.

KJK

Client Initials

SCHEDULE B - WEBSITE HOSTING SERVICES

This Schedule B is attached to and forms a part of the Standard Agreement for Website Management Services entered into between Digital Gear and Client.

1. Fees: \$515.00 Total Monthly fees consisting of:

1.1 Hosting Monthly Fee. Commencing on the first day of each calendar month after the Effective Date, Client shall pay Digital Gear a monthly fee in advance (the "Monthly Fee") as consideration for website hosting and administration services described herein. The Monthly Hosting Fee shall be **\$155.00 per month. Additional monthly fees in the amount of \$45.00 for CMS System, \$100.00 for Member Database System.**

OPTIONS	Monthly Support Fee
Content Management System - Sitewide. Implementation of Open Source Content Management System (Wordpress recommended)	\$45.00
CMS Login Administration Module with Content Edit Limitation	\$35.00
News & Announcements Module	\$10.00
Responsive Design For Mobile, IPAD and PDA Device Detection	\$15.00
Enewsletter Template (1) and Transmission Service	\$15.00
Enewsletter Sign up Auto Add to Transmission List	\$10.00
Member Database Administration System	\$100.00
Online Payment Module with 1 Year SSL Certificate	\$25.00
Employment Listing with Calculation Payment Module	\$20.00
Online Invoice with Email Transmission Feature	\$15.00
Online Elections Module with Tabulation System	\$20.00
Online Poll Module with Tabulation System	\$25.00
Calendar of Events with Registration Module	\$25.00
Hosting for 99.9% Uptime	\$155.00
Flip Book Online Planner	
	\$515.00

1.2 GearWorks Monthly Fee. The GearWorks monthly fee is due on the first day of each month. There are a total of **eleven (11) modules** that are GearWorks enabled in Client's project. The total GearWorks monthly license fee is **\$215.00 per month.**

1.3 Software License Extension Fee. The GearWorks monthly fee includes the right to use the GearWorks and related software as defined in section 4.3 if applicable. If Client wishes to continue utilizing the Software (as defined in Section 4.3 of the Agreement) after termination of the Agreement, then Client may obtain a perpetual license to use the Software in accordance with Section 4.3 by paying the following Software License Extension Fee: **\$5,160.00 ("Extension fee")** calculated at twenty-four (24) times the monthly licensing fees. Digital Gear shall have no obligation to provide any upgrades, updates, bug fixes, new releases or other modifications to the Software after termination or expiration of this Agreement.

2. Website Activation. Digital Gear shall activate a website at the following **URL www.calapa.org or Domain Name** as specified in and meeting the description set forth in the attached Statement of Work if applicable.

3. Website Hosting. Unless otherwise specified in the Statement of Work, Digital Gear will host and serve the Website on Digital Gear's servers.

4. Website Backup. After Client's website is released to the general public in accordance with the Statement of Work, Digital Gear will use commercially reasonable efforts to recreate and store on separate backup servers a copy of Client's website and all Website Content therein on a daily schedule as determined by Digital Gear. In the event that Client's website is damaged or otherwise rendered unusable, Digital Gear will restore the website and Website Content as they existed at the time of the most recent backup, at no expense to Client. Please note only one backup copy is maintained for backup of the Website. If Client requires chronological archiving of the Website, Digital Gear will provide this service; fees for this service will be dependent on the number of chronological backups as well as the size of the online storage required.

 K J K Client Initials

Client should ensure copies of content and information entered into the Website are saved separately from the Website and Client should refrain from using the Website for file storage.

- 5. Email Hosting Services.** Commencing on the date set forth in the Statement of Work, Digital Gear will enable Internet email service for Client under the domain name selected for Client's website. Digital Gear shall create up to **Not Applicable (N/A)** ("number of emails accounts") separate Internet email accounts with unique email addresses at the domain name, for use by Client and its employees. Client shall provide Digital Gear with a list of desired user names and associated passwords for said email accounts.

Client must request changes to email accounts in writing. Digital Gear shall add, remove or make changes to email accounts at Client's request during the Term.

- 6. Other included Services.** After Client's website is released to the general public in accordance with the Statement of Work, Digital Gear shall perform the following services at Client's request at no charge to Client:

1. Restore any Website functions that stop functioning through no fault of Client.
2. Correct page display issues not caused by Client's use of the website.
3. Provide analysis of any reported problems with the website.
4. Provide up to one hour of staff time per month to consult with Client on topics related to the website or the Internet.
5. Copy the Website Content (as defined in Section 4.1) to a cd-rom disk and provide them to Client when requested by Client.

- 7. Administrative Services.** The following List of Administrative Services is covered by this agreement. Services may be added or removed by mutual consent between Client and Digital Gear with thirty day's notice. The applicable Fee for the Services covered in this agreement may be increased or reduced due to the changes requested by Client.

- 8. Additional Services.** After Client's website is released to the general public in accordance with the Statement of Work, any additional Services not specified in this Schedule B shall be pursuant to Schedules C or D, as applicable. If Client did not originally request Services described in Schedules B or C, Client may request such Services at any time during the term by initialing the appropriate service description in Schedule A.

KJL Client Initials

SCHEDULE C - UPDATE SERVICES AGREEMENT

This Schedule C is attached to and forms a part of the Standard Agreement for Website Management Services entered into between Digital Gear and the Client.

Client requests and Digital Gear agrees to provide the update services described herein and in the attached Statement of Work. Client will be notified of estimated elapsed time for completion of Job requested, and Digital Gear will notify client of job completion date.

1. Fees. Digital Gear shall perform the requested services based on Digital Gear's schedule of fees described below:

- 1.1 A standard hourly rate of one hundred twenty-five dollars (\$125.00) per hour shall apply to project management and graphic design services.
- 1.2 A programming hourly rate of one hundred sixty-five dollars (\$165.00) per hour shall apply to website development, coding, and programming tasks.
- 1.3 A rush rate of fifty percent (50%) over the rates above is applicable when requested and approved by Client in advance. Rush rates apply when Client requests completion of the services on an expedited schedule that differs from Digital Gear's quoted completion dates.
- 1.4 Digital Gear reserves the right to change or modify the above hourly rates with thirty (30) days written notice to client.

2. Billing Increments. Charges to Client will be based on fifteen (15) minute billing increments.

3. Payment of Fees. Digital Gear's total fees for the job services shall be due and payable on a monthly basis within thirty days of delivery of Digital Gear's invoice for the job services performed in the month preceding the date of invoice.

4. Update Services. Services to be covered by this attachment include the following tasks:

- **Project Management Services** directly related to the job request including administrative tasks, printing of related materials, coordination of the job services with Client, meetings and phone conversations, content collection, development of ideas, performance of job tracking functions and any other related services rendered to Client;
- **Graphic Design Services** directly related to the job service including electronic scanning of printed materials, design and creation of Website Content, preparation of artwork for use by third parties at Client's request, preparation of proofs for approval by Client and other related services rendered to Client;
- **Development, Coding or Programming** tasks such as web page production, modification of existing web pages, preparation and systems administration of equipment and software necessary to enable requested website functions, importing Client data to Digital Gear's systems, exporting Client data from Digital Gear's systems, and other related services rendered to Client.

5. Delivery of Content. Client will provide Digital Gear with any required Website Content in a mutually agreed electronic format or in hard copy suitable for scanning and conversion into electronic image files.

KJF Client Initials

SCHEDULE D - UPGRADE SERVICES AGREEMENT

This Schedule D is attached to and forms a part of the Standard Agreement for Website Management Services entered into between Digital Gear and Client.

Digital Gear will provide the upgrade services for Client's pre-existing website in accordance with the description of services, milestones and delivery schedule set forth in the attached Statement of Work (the "Upgrade Services").

1. Payment Schedule. Client agrees to the following payment schedule for Upgrade Services:

1.1. If the Statement of Work specifies total fees less than one thousand dollars (\$1,000), Client will make full payment upon completion of the work specified in the Statement of Work.

1.2 If the Statement of Work specifies total fees between one thousand dollars (\$1,000) and five thousand dollars (\$5,000) Client will pay fifty percent (50%) upon the Effective Date and fifty percent (50%) upon completion of the work specified in the Statement of Work.

1.3 If the Statement of Work specifies total fees greater than five thousand dollars (\$5,000), Client will pay forty percent (40%) upon the Effective Date, forty percent (40%) upon delivery of the final design document as specified in the Statement of Work, and twenty percent (20%) upon completion of the work specified in the Statement of Work.

2. Delivery of Content. Client will provide Digital Gear with any required Website Content in a mutually agreed electronic format or in hard copy suitable for scanning and conversion into electronic image files.

3. Statement of Work. The following attached documents shall form the statement of work relating to the upgrade project: N/A (enter document description and date, or N/A)

KJ*

Client Initials