



# Standard Terms & Conditions

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***“Building quality products since we were kids”***

# 1 INTRODUCTION

The team at Krack Media is enthused to have the opportunity to deliver a proposal to your company.

At Krack Media, we believe in delivering solutions that satisfy our clients' requirements with the latest standards in the industry. These solutions should streamline regular business activities and make the business more efficient. We look to provide our customers with the utmost in professional image.

The purpose of this document is to list the standard terms and conditions that Krack Media uses with all web site projects unless otherwise stated. This document is usually used with the summary proposal.

A full list of deliverables can be found in the summary proposal along with the itemized costs. Cost and payment schedule can be found in section 4. The conditions and prices quoted in this proposal are good for 30 days from the date on the cover page.

In summary, Krack Media believes that we can provide the solution requested at an affordable price that would not only benefit your company but also your clients or members.

## 2 KRACK MEDIA CONTACT INFORMATION

Phone/Fax: 1-888-234-0113  
Email: Sales@KrackMedia.com  
Mail: Krack Media, LLC  
32 Atlantis Drive  
Mechanic Falls, ME 04256

## 3 PROJECT DELIVERABLES OVERVIEW

### 3.1 WEB SITE COMPONENTS

To accomplish this project, the site will be comprised of individual components. These components are listed in the summary proposal.

### 3.2 DESIGN LIFECYCLE

Design Stages	Description	Payments
Layout Draft	Online graphical mock-ups are presented to the customer. This includes general layout and color schemes. Feedback is provided by customer for any alterations.	Deposit 50% of estimate
Layout Final	After layout draft modifications have been completed, a final layout mockup is presented to the customer for sign-off. This will lock down the overall site layout and color scheme.	
Site Template	A functioning site template is posted on the web in a non-public location for customer review. The template will consist of the basic site layout graphics and core navigation menu. Individual pages are not populated with their own page specific graphics or content at this point.	
Individual Page Builds	Individual pages are built with their own specific graphics and content.	
Application and Component Builds	On-line forms, portfolios, custom applications, and any other interactive or dynamic component are built at this stage.	
Operational Readiness Testing (ORT) performed	A testing script is created and followed to ensure every portion of the site functions as designed. Results are captured for any necessary repairs.	
Beta version of project	A basic working model of the site is released for review and testing. If any minor bugs or cosmetic issues are found, they will be addressed.	
User Acceptance Testing (UAT) performed	Site owner is asked to fully test beta version of the project and provide a list of issues to Krack Media. A testing script is provided upon request. Krack Media supplies the testing form to capture all issues.	
Final version of project released	No outstanding issues exist (unless agreed upon with customer) and the customer accepts this as the release version.	Remaining unbilled estimate (50%) plus any fulfilled amendments to original requirements
Training	Web site owners will be given a scheduled training session on how to use all the tools associated with their project. This shall include accessing webmail and any site owner controlled applications associated with this project.	

### 3.3 SCHEDULE

The time required to complete this project is listed in the summary proposal.

In order to meet this schedule, the customer will need to provide resources for site review and any unforeseen questions. All content will need to be delivered in a timely manner, and project scope changes can only be limited to critical functionality in order to keep the schedule. If the customer agrees to a schedule change to accomplish significant scope changes, then Krack Media will gladly accommodate the requested changes along with an estimate and new schedule.

## 4 COST AND PAYMENT TERMS

The following estimates are based upon the deliverables outlined in this proposal and are quoted in U.S. dollars. Payment is due upon receipt of each invoice. There will be a late payment charge of 9 percent per annum (or such lower rate as required by applicable law) to balances not paid within 30 days of the invoice date. If full payment is not received within 30 days after final invoice date, Krack Media reserves the right to disable the client's web site until payment is made. Krack Media will serve notice of this planned action by contacting client at the provided telephone and email addresses at least 7 days prior.

### 4.1 WEB SOLUTION COST

The table itemizing the costs is included in the summary proposal. The top portion lists the "one-time costs" while the bottom portion lists the recurring items.

An example of a "one-time" fee would be site layout and design. An example of recurring fee would be domain registration and web hosting.

### 4.2 PAYMENT SCHEDULE

Please note that final payment must be received prior the site going live. If the site is posted live in good faith prior to final payment, and full payment is not received within 30 days after final invoice date, Krack Media reserves the right to disable the client's web site until full payment is made.

Payment	When	Amount
#1	Upon signed acceptance of proposal. Project will then be added to work schedule upon receipt of deposit.	50% of estimate
#2	Approved finished site as described in Section 3	Remaining unbilled estimate (50%) plus any fulfilled amendments to original requirements

### 4.3 AMENDMENT COSTS

This proposal assumes that all final specifications and database requirements will be determined at the initial project meetings. The client will provide all content, logos, and images for inclusion into the project on CD, DVD, via email, or in other forms of electronic content. Test data criteria will be provided upon request.

All stock or custom photographs needed to complete the desired site that fall outside of the original scope will be billed as an additional charge upon receiving approval from customer for obtaining the photographs.

Signoff deadlines listed in this document are for development stages outlined in the proposed schedule. All additional development not stated in this proposal will result in an updated deadline and fee estimate for a particular portion of the project or the entire project as a whole.

All project communication will be done via teleconferences, in-person meetings, or email. Any travel costs and expenses incurred in connection with the services to be rendered, whether or not services are terminated or completed, will be billed monthly for reimbursement.

## 4.4 PAYMENT ADDRESS

RCC Business Services handles all the bookkeeping needs of Krack Media. Please send check payments to their address below.

Krack Media, LLC  
c/o RCC Business Services  
PO Box 1533  
Auburn, Maine 04211-1533

For any questions, please  
call 1-888-234-0113.

We accept checks and the following major credit cards: **VISA, MasterCard, American Express, and Discover.**

You may also send a payment via **PayPal** to **Sales@KrackMedia.com**



## 5 TERMS AND CONDITIONS

**AGREEMENT made between *Krack Media, LLC* ("Consultant"), having its principal place of business at 32 Atlantis Drive, Mechanic Falls, ME 04256 and the ("Company") listed on the Summary Proposal on the date listed on the Summary Proposal.**

NOW, THEREFORE, in consideration of the mutual promises set forth herein, both parties hereby agree to the terms and conditions as follows:

**Non-disclosure.** Any proprietary knowledge and information acquired by either party in relationship to this project is strictly confidential and shall not be disclosed by either party without prior written consent. Proprietary materials include, but are not limited to, inventions, designs, methods, system, improvements and other private matters.

**Proprietary Rights.** Consultant agrees that copyright to the finished assembled work produced is owned by Company and is for Company's sole use and utilization. Company hereby agrees to not copy, reproduce, distribute, republish, download, upload, display, post or transmit in any form such work for resale. Consultant retains the right to display your project as examples of its work in its portfolio and to communicate such to its clients. Consultant retains the right to display text in the footer of the web site stating the project was designed by Krack Media using the following text "Powered by Krack Media" with a hyperlink to <http://www.krackmedia.com>.

Company represents and unconditionally guarantees that Company own any elements of text, graphics, photos, designs, trademarks or other materials furnished to Consultant for inclusion into this project or that Company has permission from the rightful owner to use each and any of these elements. Company will indemnify Consultant for any and all costs, expenses and for claims associated with alleged infringement against Consultant as a result of its use of said text, graphics, photos, designs, trademarks or other materials into this project.

**Scope Change Process.** Company shall have the right to request from Consultant changes in the scope of work as set forth in this Agreement. Consultant shall evaluate the impact of each requested change within 3 business days of receipt of request, and use its best efforts to respond with a proposal to effectuate the change. Consultant shall, within a reasonable time, inform Company in writing of the critical nature of change, the affect to cost, and the affect to schedule. Written approval from Company must be received within 2 business days of Consultant's response. Upon Company's written approval of Consultant's written response, such response shall be deemed to be an approved change, and shall be deemed an amendment to this Agreement.

**Modification of Agreement.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

**Fees and Pricing.** Changes in structure, theme and content of this project can have a significant impact on the services provided and their associated cost. Any material changes in scope and or fees will require an addendum to this engagement.

**Notice.** Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered to the address set forth in this Agreement, and addressed to the attention of the two parties that signed the summary proposal for the consultant and the company.

**Necessary Acts, Further Assurances.** The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**Solicitation.** Company shall not solicit the employment of nor employ any Consultant personnel who has been directly involved in the development, sale, installation, or support of the software for a period of two (2) years from the later of the termination of such individual's employment at Consultant or the last date of acceptance of any software.

**Termination.** Either party may terminate this Agreement upon not less than thirty (30) calendar days written notice if the other party materially breaches any of the terms of this Agreement, however, this Agreement will not terminate if the non-terminating party has cured the breach within the thirty (30) calendar day period.

Either party may terminate this Agreement, effective immediately upon written notice, if: (i) all or a substantial portion of the assets of the other party are transferred in bankruptcy; (ii) a proceeding is commenced by or against the other party for relief under bankruptcy or similar; or (iii) the other party is adjudged bankrupt or insolvent.

At any time during the term, Consultant shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Company. In the event of such a termination, Company shall pay to Consultant all fees due for any deliverables accepted at the time of termination.

**Warranty.** Consultant represents to Company that for a warranty period of twelve (12) months: (i) during the warranty period, the software shall operate without any errors; and (ii) upon notification to Consultant during the warranty period of any errors, Consultant will, during its normal business hours and at no cost to Company, use reasonable efforts to correct such errors which are reproducible and verifiable by Consultant, excluding any errors caused by uses or modifications of the software which were not in accordance with the specifications.

In the event that Company notifies Consultant of an error during the warranty period, Consultant's sole liability, and Company's sole remedy, will be Consultant's use of reasonable efforts to correct such errors or, in Consultant's sole discretion, to refund the portion of the prepaid price applicable to the portion of the software that is defective.

Consultant does not in any way guarantee or warrant that any services provided to Company will result in an increased market share, increase in revenue, or overall success of the business.

**Warranty Disclaimer.** The warranty set forth in this section is a limited warranty and it is the only warranty made by Consultant. Consultant expressly disclaims, and Company hereby expressly waives, all other warranties express or implied, including warranties of merchantability and fitness for a particular purpose.

**Adhering to the Web Accessibility Initiative (WAI).** The WAI develops strategies, guidelines, and resources to help make the Web accessible to people with disabilities. Krack Media makes every effort to follow these guidelines as much as possible, and we use validation tools to check our code. This makes our web sites usable by as many visitors as possible. To learn more about the WAI, please visit <http://www.w3.org/WAI>.

**Attorneys' Fees.** Company shall be responsible for Consultant's reasonable attorneys' fees associated with the enforcement of the terms of this Agreement or the collection of any amounts due under this Agreement.

**Jury Trial Waivers.** To the fullest extent permitted by law, each party hereby waives any right to trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or relating to this Agreement.

**Choice of Law.** State of Maine law shall govern this Agreement, and any dispute arising from the relationship between the parties to this Agreement, excluding any laws that direct the application of another jurisdiction's laws.

**Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, rights, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.

**Force Majeure.** No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such

party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

**Survival.** Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement, shall survive indefinitely.

**Headings.** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

**Validity.** If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

**Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**Entire Agreement.** This Agreement and all attachments, exhibits, and appendices comprise the entire agreement between the parties regarding the subject matter hereof and supercedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the Agreement.

**Execution.** This Agreement may be executed in counterparts and by fax.

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By submitting a deposit and signing the summary proposal document, you approve the terms of this agreement and give Krack Media the authority to proceed with this project. Also, you acknowledge that you have the authority within your company to enter into this agreement. The conditions and prices quoted in this proposal are good for 30 days from the date on the cover page of the summary proposal.