



1503 E. 27th Street
Hays, Kansas 67601
785.628.1330
<https://eaglecom.net>

Eagle Web Services Agreement

v1.1

This Web Service Agreement (this "Agreement") is made effective on _____
mm/dd/yyyy between (the "Client"), and Eagle Communications, Inc. ("Eagle"), of 1503 East
27th St., Hays, Kansas 67601.

Client Name (printed) _____

Client Business Name _____

Client Business Address _____

Client Phone _____

Client Email _____

Monthly Charge \$ _____

One Time Fee \$ _____

Monthly Billing Start Date _____

*Monthly Billing Start Date can be no later than 30 days of effective date

DESCRIPTION OF SERVICES. Client hereby retains the services of Eagle for the web development project. At the signing of this document, Eagle will provide the following services connected with the development of the Website (collectively, the "Services"): Web Design, Development, Hosting, Domain Management, Backups, Updates, Reporting, SEO Optimization, all of which will be detailed in the attached Scope of Work in Exhibit A.

PAYMENT FOR SERVICES. In consideration of the services to be performed by Eagle, Client agrees to compensate Eagle for the services rendered. Invoices are sent by mail and payment will be required within 30 days of receiving the invoice.

A one time fee will be charged at the signing of this document as outlined above. Monthly billing will start as outlined above.

Any additional services not specified in Scope of Work, will be charged to customer on an hourly rate basis at Eagle's standard web development rate of \$75.00 per hour. Payment will be required within 30 days of services rendered.

TERM. The initial Term will be for one (1) year as of the Monthly Billing Start Date. This Agreement shall automatically renew for additional one (1) year terms.

TERMINATION. This Agreement may be terminated by Client or Eagle upon ninety (90) days written notice to Client or Eagle prior to the end of any term. After termination, Eagle will send the Client all of the web files and database files. The domain name shall be unlocked if in Eagle's control and a EPP code will be provided to the Client to transfer the domain name(s).

In the event Client's payments become sixty (60) days past due, Eagle reserves the right to shut down website hosting until account payments are current.

LAWS AFFECTING ELECTRONIC COMMERCE. Client agrees that Client is solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend Eagle and its subcontractors from any cost, claim, suit, penalty, or tariff, including attorneys' fees, costs, and expenses, arising from Client's exercise of Internet electronic commerce.

CONFIDENTIALITY. Neither Eagle or Client will at any time or in any manner, either directly or indirectly, use confidential information for personal benefit, or divulge, disclose, or communicate in any manner any information that is proprietary to Eagle or Client. Eagle and Client will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. No amendment, waiver, or discharge of any provision of this Agreement shall be effective against Client or Eagle without the written consent of both Client and Eagle.

NOTICES. Any notice required to be given pursuant to this Agreement shall be in writing and mailed or emailed to the addresses provided below.

Eagle: 1503 East 27th,
Hays KS, 67601
support@eaglewebservices.com

Client: _____

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Kansas.

SIGNATURES. This Agreement shall be signed by Client and Eagle.

Eagle Communications, Inc.

Client

Signature

Signature

Printed Name

Printed Name

Date

Date

EXHIBIT A SCOPE OF WORK

HOSTING

Eagle's Responsibilities: Eagle is fully responsible for hosting the website. Websites will be limited to 10GB of storage space and will have a monthly data transfer cap of 500GB.

What to expect: The average website will typically range between 500MB and 3GB of storage space. As far as the data transfer goes, the average website will transfer around 500MB - 3GB of traffic each month.

DOMAIN & DNS

Eagle's Responsibilities: One (1) domain name and DNS management is included with this agreement. Eagle will purchase domain that Client approves. If the Client wishes to maintain control of the domain, Eagle will provide Client with an "A" record. At any time if the Client wishes to have the domain transferred into their control, an EPP code will be provided to Client by Eagle. Domain name is subject to availability.

Client's Responsibilities: If Client currently owns their domain, Client will be responsible for providing Eagle with an EPP code to transfer the domain into Eagle's control. If Client wants to maintain control of their domain name, Client is fully responsible for their DNS management. Any additional help or consulting provided to the Client by Eagle, will be billed at \$75/hour, in fifteen (15) minute increments.

DESIGN & DEVELOPMENT

Eagle's Responsibilities: Eagle provides an extensive library of mobile optimized templates that the Client can demo. All of these templates are searchable from the following web address: <https://eaglewebservices.com/templates>. Templates provide previews and demo's before selection. Templates typically serve a majority of situations in their current form. Any major updates to the template structure or added functionality, will be billed at \$75/hour, in fifteen (15) minute increments.

Client's Responsibilities: The Client is responsible for previewing, choosing, and approving a web template from <https://eaglewebservices.com/templates>. Client is also responsible for choosing any custom color palettes or patterns if desired. Client is responsible for all images and content within the website. Please refer to the 'Deliverables' section for more info.

What to expect: Once a template has been selected, each template has an array of options available for customizations. All of the images, colors, text, links, videos, and more can be changed. Typically these standard available customizations won't require additional charges. If an option requires extra charges, Eagle will notify Client ahead of time.

DELIVERABLES

Eagle's Responsibilities: Eagle is responsible for providing Client with clear instructions and formats of needed deliverables to complete the web project.

Client's Responsibilities: Client is responsible for providing Eagle with the necessary deliverables to complete the web project. Examples of these deliverables include but not limited to:

- Content - About Us, Mission Statement, Product or Service Information
- Copyright Language - Legals, if any
- Business Information - Hour of Operation, Location, Contact Info..
- Logo - In .svg format
- Images - In .jpg, .jpeg, .png, .gif format
- Video - Needs to be hosted on Youtube or Vimeo
- Anything else needed for the design and/or content of the website

The logo must be a valid svg or vectorized file. If none is provided, Client will be charged an additional one-time fee of \$75 to vectorize Clients logo. The Client will then have full access to this file to be used as they wish.

SEO

Eagle's Responsibilities: Eagle will provide many benefits that will improve a websites Search Engine Optimization, or SEO. We follow best practices to make your business more 'findable' on search engines such as Google.

Client's Responsibilities: Client is responsible for providing Eagle with the necessary deliverables to complete the web project.

CONTENT MANAGEMENT

Eagle's Responsibilities: Eagle is responsible for providing Client with necessary login information to the content management backend of the website. Eagle will be responsible for providing Client with educational materials on how to utilize the content management backend to update the website. After development is complete, a 30 minute tutorial will be provided by Eagle on how to use the content management backend. Any ongoing direct support for content updates or training for Client performed by Eagle, will be billed at \$75/hour, in fifteen (15) minute increments.

Client's Responsibilities: Client is responsible for updating their website content on a ongoing basis. With the utilization of the content management backend, it will be easy for Client to update items such as text, images, or video.

BACKUPS, REPORTING, & UPDATES

Eagle's Responsibilities: Eagle is responsible for providing monthly, incremental backups of Clients website. Eagle is responsible for providing Client with a monthly PDF report at the beginning of the month that will be sent to Clients email address and will contain backup information, updates, and website traffic for the previous month. Any core or security updates to the content management software or plugins, will be updated by Eagle on a monthly basis.