

PAID

BALANCE DUE

Post Writing Center Microsite

From INVOICE #

ScaleWP, LLC 1659

6320 Brookside Plaza, STE #168

Kansas City, MO 64113 March 7, 2023

US **DUE ON**Phone: 816-200-0174 March 21, 2023

Phone: 816-200-0174 March 21, 2023 ap@scalewp.com

To \$0.00

Post University

800 Country Club Road P.O. Box 2540 Waterbury, CT 06723

US

Phone: 800.660.6615

APPROACH

Task 1.0	Rate	Qty	Amount
Web Development Proposal Estimated Cost:	\$6,500	1	\$6,500
Site & Theme: Design, Development and Launch: \$6,500			

Based on our previous discussions, we are proposing the following approach to rebuild a new microsite for the Post University writing center. The new site will be easy for the writing center staff to manage and easily extendable with new sections or pages.

- The design will be based on the current Post.edu style and client provided creative elements.
- We will work with the Post team to create a new WordPress child theme for the site for content which will include the home page, a category page, and a content/article page.
- The site will be powered by a premium WordPress framework that's easy to customize and manage by non-technical staff. We will provide predesigned templates that can be applied easily to new site and pages as needed.
- Content (new copy, pdfs, images, etc.) will be sourced from the existing site or by the client.
- We will provide training for the Writing Center staff to update and manage new functionality on the site.

TIMING

The site will be complete and ready to launch 60 days from project initiation. Timing is subject to approvals and content being provided in a timely manner.

STATEMENT OF WORK

Price estimates are based on initial objectives and may change as mutually agreed upon tasks and objectives change. Cost estimates and payment schedule are provided for four milestones.

Milestone 1: Discovery & Setup (\$500)

- Create a new WP development instance. Evaluate, install and configure plugins only those we expect to need.
- Install setup, configure the base
 Divi theme.
- Discuss and document with the Post team any functional or design changes or other specific requirements.

Milestone 2 : Site and Content Development Site Development (\$4,500)

- Create customized child theme using Divi that closely matches the current design. This includes layouts for 3 pages: the home page, generic content page/article template, category grid page
- Create new website chrome (header/footer) based on simplified Post.edu style.
- Create mobile responsive view of pages.
- Add Plugins. If needed, install and configure additional plug-ins.
- Test and review primary pages on desktop and mobile devices.
 Revise as needed.

Milestone 3: Final Deliverable, Launch, Integrations, Training & Bug Fixes (\$1,500)

Pre-Launch Tasks

- Backend systems setup for any forms, Google analytics, and security
- Final browser testing. Test in most recent versions of popular desktop and mobile browsers

Launch and Post-Launch Tasks

- Migration to live server and manage DNS setup with Post IT team.
- Integrated systems testing, including Google Analytics.
- Perform post-launch revisions and bug fixes as needed. No charge for the first 30 days after launch for revisions and fixes for functionality existing at launch.
 Does not include new functional requests.
- Provide 1-2 hours training as needed for Div and plugin functionality.

TO:	-	$\mathbf{p}_{\mathbf{\Lambda}}$	

\$6,500.00	SUBTOTAL
\$ 0.00	PAYMENT SERVICE FEE
\$6,500.00	TOTAL
\$6,500.00	PAYMENTS
\$0.00	BALANCE

INFO & NOTES

Please make checks payable to ScaleWP, LLC with the mailing address: 6320 Brookside Plaza, STE #168
Kansas City, MO 64113

Feel free to email us at support@scalewp.com if you have any questions.

Thank you!

TERMS & CONDITIONS

ScaleWP LLC - Terms & Conditions

Payment & Terms:

SCALEWP requires an initial, non-refundable payment of \$2,500 upon the initiation of the agreement. Client will be invoiced for the remainder at the initiation of each Milestone.

Fees may vary +- 10% based on actual requirements to be determined by mutual agreement. Fees are inclusive of expenses, as long as all work required is related to development objectives previously agreed upon. Hosting is not included.

If, upon mutual agreement, additional tasks are required beyond what is covered by the proposal or agreed upon in planning, those additional hours will be billed at our discounted hourly rate of \$85/hour. The client will be notified of the expected additional fees in advance of the work being initiated.

Section B: Miscellaneous

This Agreement shall not establish a joint venture or partnership, and neither party may bind the other without the advance written consent of the other party.

Publicity. The parties will cooperate to create public announcements relating to the relationships set forth in this Agreement. Neither party shall make any public announcement regarding the existence of this Agreement without the other party's prior written approval.

Mutual Indemnification. Client will indemnify CM for all claims against CM arising out of activities of Clients' employees and contractors. CM will indemnify Client for all claims against Client and arising out of activities of the employees and contractors of CM. The indemnifying party shall have the right to control the defense, and then the indemnified party shall provide reasonable cooperation for such defense.

"Indemnify" means to pay or reimburse for all damage, loss, cost and expense (including reasonable attorney fees).

Assignment. Neither party may assign this Agreement or delegate their duties without the advance written consent of the other party. No change or modification to this Agreement shall be effective unless signed by the parties. This Agreement constitutes the entire agreement between the parties.

Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this agreement where such delay or failure of its performance under this agreement arises by reason of any Act of God, or any government or any governmental body, acts of war, the elements, strikes or labor disputes, or other cause beyond the reasonable control of CM.

Governing Law. This agreement shall be governed by the laws of the State of Missouri as to all matters including, without limitation, matters of validity, construction, effect and performance.

Confidentiality. Neither party shall disclose to any third party the Confidential Information of the other party and shall not use any such Confidential Information for any purpose other than the purpose for which it was originally disclosed to the receiving party. Confidential Information means any information of a party disclosed to the other party, which is identified as, or should be reasonably understood to be, confidential to the disclosing party.

Consent. Any consent to be given under this Agreement will not be unreasonably withheld or delayed.

Client Warranties. Client represents and warrants that the Client Properties will not knowingly: (a) violate any law or regulation, including, without limitation, the laws and regulations governing export control; (b) be defamatory or trade libelous; (c) be pornographic or obscene; or (d) contain any viruses, Trojan horses, worms, time bombs or other computer programming devices which are intended to damage a user=s system or data or prevent the user from using same.

Client further represents and warrants that (a) Client has all rights necessary for the production, distribution, exhibition and exploitation of the Client Properties as part of the Work Product consistent with the license granted in this Agreement; and (b) there is no outstanding contract, commitment or agreement to which Client is a party or legal impediment of any kind known to Client which conflicts this Agreement or might limit, restrict or impair the rights granted hereunder.

DISCLAIMER. THE FOREGOING WARRANTIES BY EACH PARTY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY COVER OR SETOFF NOR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY. DEVELOPER'S LIABILITY TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION, WHETHER SOUNDING IN TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, SHALL AT ALL TIMES AND IN THE AGGREGATE BE LIMITED TO THE GREATER OF (A) \$450, OR (B) THE AMOUNT ACTUALLY PAID BY CLIENT TO DEVELOPER DURING ONE (1) FULL CALENDAR MONTH IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT UPON WHICH LIABILITY IS PREDICATED FOR SERVICES PROVIDED BY DEVELOPER HEREUNDER, EXCLUSIVE OF ANY EXPENSES REIMBURSED PURSUANT THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED OR IMPLIED HEREIN, DEVELOPER SHALL HAVE NO LIABILITY FOR ANY DAMAGES, WHATSOEVER RELATING TO THE TOOLS, THIRD PARTY PRODUCTS, OR ANY GOODS OR SERVICES NOT DEVELOPED OR PROVIDED BY DEVELOPER.

Notices. For purposes of this agreement, notices or correspondence sent via email to scott@scalewp.com shall meet the written notice requirements. Notices, correspondence or payments may be mailed to:

SCALEWP LLC, 6320 Brookside Plaza STE#168, Kansas City, MO 64113