



THIS AGREEMENT, dated 9-25-17, is MAKE IT LOUD, INC. DBA Make It Loud Sites Herein referred to as ("MIL") Cecily Welch CPA Herein referred to as ("Client").

A. WHEREAS, MIL designs Web sites for use on the Internet's World Wide Web and assists in set up of Website hosting services via the Internet.

B. WHEREAS, Client desires MIL to design 6 page website for Client, and to provide Website hosting services to Client.

C. WHEREAS, MIL desires to retain all rights, title and interest in and to all software, documentation, derivative works and other intellectual property developed, designed, created or contributed by MIL pursuant to this Agreement, excluding the graphics and data (including text) supplied by Client and Client's domain name ~~www.cecilywelchcpa.com~~ Welch Financial Advisors.com

D. WHEREAS, Client shall pay MIL \$1950 for website design services, for the development of a 6 page Web site. Deposit of: \$1500 is require to start design process, with \$450 being due on completion of the site. If the completion of the website tarries longer than 90 days because the client has failed to provide the information necessary to complete the website, the balance is due in full 90 days from the date of signing this agreement. As Make It Loud wants to finish your website for you and not just start it, a monthly fee of \$100 will be assessed for each month the information is late beyond 90 days.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS:

- 1.a. "Agreement" means this written agreement between MIL and Client.
- 1.b. "Bug" means an error in a Website that causes repeated and repeatable malfunctions.
- 1.c. "Commercial Service Provider" or "MIL" means a Web Host, as defined below that also processes orders and payments by Internet users on behalf of third party Website owners.
- 1.d. "Derivative Work" means any modifications made to any computer source code, object code, CGI code or HTML code.
- 1.e. "Domain Name" or "Name" is the alphanumeric name associated with Client's Web site, web pages or electronic mail. (examplewww.makeitloudsites.net)
- 1.f. "HTML Code" means hypertext markup language, which is the language commonly used for developing the appearance of Web sites.
- 1.g. "Intellectual Property Rights" means:
 - 1.g.i. Rights in any patent, copyright, trademark, trade dress, and trade name;
 - 1.g.ii. Related registrations and applications for registration; and
 - 1.g.iii Trade secrets,.
- 1.h. "Internet Service Provider" or "ISP" means an entity that enables the uploading and downloading of data between remote computers and the Internet.
- 1.i. "Robot" or "Spider" means an automated device used by a searching service to gather pieces of information about Web sites.
- 1.j. "Web Page" means each individual screen display contained in Client's Web site.
- 1.j. "Web site" means all Web Pages and domain names associated with Client and its products or services.
- 1.k. "Website Hosting Service Provider" or "Web Host" means an entity that stores third party Web sites on its Internet server computer, receives or stores commands or data transmitted by Internet users, transmits Web Page data to users' Internet addresses, and performs related maintenance.
- 1.l. "World Wide Web", or "www", is a subset of the Internet, and is a common system for browsing Internet Web sites.

2. Authorization.

The above-named client is engaging MIL, at 2680 Logan Way, Lawrenceville, GA 30043, as an independent contractor for the specific project of developing, improving and/or maintaining a World Wide Web site.

The client also authorizes MIL to publicize the completed Web site to search engines, as well as other web directories and indexes.

The Client authorizes MIL to secure and register a domain name through our affiliate company www.makeitloudsites.net if client does not already own a domain name. MIL understands that Client already owns a domain name. The domain name pricing is an additional fee of \$14.95 per year plus an ICANN fee of .18 for a new domain name registration. MIL will supply client password information for their new domain account. Once client logs into their new account and changes temporary password issued, MIL will no longer have access to client's domain control panel. If client already has a domain name purchased at a different registrar, client agrees to transfer current domain name to our servers for \$14.88 + ICANN fee. When domain name is transferred to our servers we will extend the time remaining on transferred domain service one (1) year. MIL will work together with client to secure a domain name and assist in the setup and transfer of any and all domains to www.makeitloudsites.net

The client can visit our domain Web site www.makeitloudsites.net and use the tools and information online to purchase new domains or make domain name transfers on their own.

3. Web site Package.

See **Addendum A**, which becomes a full part of this contract sent

4. Standard Service Elements.

- Words of text supplied by the client (150 -200 words per page on average via electronic submission). If text is supplied by client in hard copy format or requires formatting, standard hourly rates of \$100/hour will apply.
- Custom Graphics. Simple custom graphic incorporating company logo and choice of site color(s). Top of page graphic for all other pages in your Web site.
- Photos and other miscellaneous graphic images must be supplied by client via email, CD or diskette and will be included in web design. MIL may use it's own graphics/artwork in the development of clients website as well (color originals larger than 5" x 8" are extra and will be done at standard hourly rate of \$100/hour). MIL will not be held liable for trademark or copyright infringement, as the legalities of graphics use are the responsibility of the client.
- E-mail response link on each Web page to any e-mail address that client designates.
- Feedback form (Basic CGI program included - up to 20 fields.)
- Ability for MIL to supply client with password information to their Web Site if client wishes to take full control of said Web site and make their own changes/updates via online site editor. Client is responsible for functionality issues resulting from improper use.
- Client must have all graphics and copy submitted to MIL within 30 days of the signing of this agreement. Site will be considered complete at that time, unless otherwise arranged in writing by MIL or client. Once 30 days have passed the website will be launched with or without customer elements provided by client, and changes to website will be considered as additional, and billed at a rate of \$100 per hour.

The content (text or wording) of the Web pages will be supplied by the client and executed as specified by the client. The client and MIL agree that the services described in this contract shall be completed and include up to 6 Web pages.

In case the client desires additional standard Web pages beyond the original number of pages specified in **Addendum A** or above, the client agrees to pay MIL an additional \$125.00 for each additional Web page and the guidelines for development (as stated above) apply. Graphics or photos beyond the allowed

average per addendum A – shall be billed at an additional \$30.00 each. Where custom graphic work is requested, it will be billed at the standard hourly rate of \$100/hour.

5. Special Instructions.

5a. Hosting Make It Loud provides 10 days of webspace free, and after 10 days, webspace hosting charges begin to be incurred. If the client has not given Make It Loud the information necessary to complete the website within the first 90 days, the website will be launched at its existing level of completeness, and the balance of the website design fees become due.

6. Maintenance and Hourly Rate.

This agreement does not include maintenance or updates to clients Web Site, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all of the text from a page and replacing it with new text or adding new pages or redesigning the entire website.

Additionally, all change requests must be made via email. Our online Change/Contact request form is located at: <http://www.makeitloud.net/contact>

If the client is given access to their Web site (via online site builder) and attempts to update or redesign the pages, and creates a problem with the website, time to repair Web pages will be assessed at the hourly rate of \$125.00, and is not included as part of the monthly maintenance time.

Changes requested by the client beyond the website's completion will be billed at the hourly rate of \$125.00. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, Web page design, editing, modifying product pages and databases in an on-line store, and art, photo, graphics services, and helping clients learn how to use their own Web page editor/Outlook/Email set up, etc..

7. Changes to Submitted Text.

Please send us your FINAL text. FINAL text is required for the development of the Web site. Once the site is taken live on the Internet, any time required to make substantive changes to final text will be additional, billed at the standard hourly rate of \$125.00.

Design team will take submitted text, graphics, logos, pictures, site color request etc. and will develop a prototype Website for client to review. Client will have the opportunity to review and make changes to prototype site on two (2) occasions: once after initial Website construction, and the second time for final review and changes. After two (2) reviews by client, site will be taken live and any additional changes after second review will be billed at a rate of \$125 per hour. Design team will send client an Internet link via email to allow them to view site in real time.

8. ISP.

The client understands that all website design elements including but not limited to, design, graphics, html, java script, flash, cgi code, mailing list functionality, etc are contingent upon client hosting website with MIL. Should client decide to change ISP's MIL does not represent that any functions of website will work correctly on another server and any vendor related content IS NOT transferable to another ISP.

9. Completion Date.

MIL and the client must work together to complete the Web site in a timely manner. MIL agrees to work expeditiously with the client to complete the Web site as quickly as possible. **To avoid additional fees the client must supply MIL the complete text and graphics content electronically for the Web site within four (4) weeks from the date of signed contract (unless other arrangements have been made and a date is listed in the contract below).** MIL anticipates that as long as Client gives the completed text to MIL by 9/29/17, it can complete the Website and go live with it by 10/20/17. If the providing of information goes longer than 90 days from signing of agreement, services fees are assessed (see paragraph D)

10. Payment of Fees.

All payments will be made in US funds with a valid major credit card, unless otherwise arranged. Website fees are due to MIL are due and are payable monthly upon signing of contract. This begins the development process of Web site. Client is required to pay hosting fees to their hosting company. If these fees are not paid, and the site goes down, MIL cannot be held responsible.

11. Updating of Wordpress Platform.

The Wordpress Platform and plugins require updating from time to time, and client assumes all responsibility for updates to this platform. Failure to do so can make the site vulnerable to malware, and MIL cannot be held responsible for security breaches into the client's site.

12. Assignment of Project.

MIL reserves the right to assign subcontractors or other employees to this project to insure the right fit for the job as well as on-time completion.

13. Legal Stuff.

MIL does not warrant that the functions contained in these Web pages or the Internet Web site will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web pages and Web site is with the client. In no event will MIL be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these Web pages or Web site, even if MIL has been advised of the possibility of such damages. Notwithstanding the foregoing, MIL takes responsibility for and will correct problems with the Website that are within its control in connection with the design of the Website and the hosting of the Website.

14. Copyrights and Trademarks.

The client represents to MIL and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to MIL for inclusion in Web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend MIL and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

15. Laws Affecting Electronic Commerce.

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend MIL and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

16. Copyright to Web Pages.

Copyright to the finished assembled work of Web pages produced by MIL is owned by MIL with the exception of content, graphics, firm logo and photos that client supplied. Upon final payment of this contract, the client is assigned rights to use as a Web site the design, graphics, and text contained in the finished assembled Web site. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. MIL and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

17. Sole Agreement.

The agreement contained in this "Web Page Design Agreement" constitutes the sole and complete agreement between MIL and the client regarding this Web site. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract for design fees alone will be honored for twelve (12) months after both parties sign this contract.

18. Initial Payment and Refund Policy.

If client halts work and applies for a refund within 3 business days, to MIL, at 2680 Logan Way, Lawrenceville, GA 30043, phone 678.325.4007, or via info@makeitloud.net work completed shall be billed at the hourly rate of \$100.00, deducted from the initial payment, and balance of which shall be returned to the client.

If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate of \$100.00. No portion of this initial payment will be refunded unless written application is made within 3 days of signing this contract.

19. DISCLAIMERS:

- 19.a. MIL shall not be liable for delays or defaults in furnishing goods or services hereunder, if such delays or defaults are due to:
- 19.a.i. Acts of God or of a public enemy;
 - 19.a.ii. Acts of the United States or any state or political subdivision thereof;
 - 19.a.iii. Fires, severe weather, floods, earthquakes, natural disasters, explosions or other catastrophes;
 - 19.a.iv. Embargoes, epidemics or quarantine restrictions;
 - 19.a.v. Shortage of goods, labor strikes, slowdowns, differences with workmen or labor stoppages of any kind;
 - 19.a.vi. Delays of supplier or delay of transportation for any reason;
 - 19.a.vii. Causes beyond the control of MIL in furnishing items or services including, but not limited to, breakdown or failure of machinery or equipment, or delay in Client reporting problems or furnishing information or materials. Acceptance of delivery of goods or services shall constitute a waiver and release of MIL by Client for any claim for damages, setoff, discount or other liability on account of delay.
- 19.b. Third Party Transactions at Client's Peril. The parties expressly recognize that MIL does not operate, control or endorse any information, products or services on the Internet, and that any entities that do offer such information, products or services are not affiliated with MIL. MIL does not make any express or implied warranties, representations or endorsements TO CLIENT OR ANY THIRD PARTY whatsoever with regard to any information, products or services provided through MIL AND OBTAINED OR CONTRACTED OVER the Internet, including, without limitation, warranties of: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NONINFRINGEMENT AND 7) title. MIL shall not be liable TO CLIENT OR ANY THIRD PARTY for any cost or damage arising either directly or indirectly from any transaction involving third parties' information, products or services. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, MIL's liability is limited to the greatest extent permitted by law.
- 19.c. Downloading of Data or Files at Client's Peril. The parties expressly recognize that MIL cannot and does not guarantee or warrant that files available for downloading through MIL will be free of infection, viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. MIL will, however, use its best efforts to maintain such files free of infection, viruses, worms or other such code. Client agrees that it shall be solely responsible for implementing sufficient procedures to satisfy Client's particular requirements for accuracy of data input and output, and for maintaining a means external to MIL for the reconstruction of any lost data. The parties also expressly recognize that the Internet contains unedited materials, some of which are unlawful, indecent, or offensive to Client, and access to such materials by Client is done at Client's sole risk.

20. TERMINATION:

- 20.a. Termination by MIL.
- 20.a.i. No Cause. MIL reserves the right to, and Client agrees that, MIL may terminate any and all services to Client for no cause and without any reason upon thirty (30) days' written notice. In this event, or if MIL ceases to do business, MIL shall immediately transfer all rights in the Website to Client and make the entire Website available to Client in all respects so that Client may generate other hosting options for a website.
 - 20.b. Termination by Client. Client may terminate its Web Hosting by MIL with thirty (30) days written notice. All notices must be recognized and received by certified mail or return receipt email prior to final month of hosting. Otherwise account will renew on a month-to-month basis unless other agreement is arranged.
 - 20.b.i. Client's Support of Website and MIL's Remedy. It is understood that MIL has advanced and will advance many man hours of services and much equipment in order to develop and host Client's Web site. MIL's compensation for said goods and services is contingent upon receiving a hosting fee for Client's Web site.
- 20.c. Post Termination Rights.

20.c.i. Fees Owed to MIL. After termination by any party for any reason, MIL shall retain the right to recover all accrued charges due and owing by Client to MIL.

21. WARRANTIES. PARTIES CONFIRM AND WARRANT THAT...

- 21.a. Client's Power to Enter Agreement. Client has the right to enter into this Agreement and to grant the rights reflected in it.
- 21.b. Parties' Good Faith Performance. The Parties shall, in good faith, comply with the terms of this Agreement.
- 21.c. Website Design.
- 21.c.i. MIL is Sole Creator. MIL is the sole creator of any Web site designed by MIL, except for those graphics and data supplied by Client, and that neither MIL's work nor entering into this agreement will impair or violate anyone else's Intellectual Property Rights.
- 21.c.ii. Website Shall Function with Many Browsers. The Website shall be prepared in a workmanlike manner, and the Website will function in conjunction with properly configured web browsers including, but not limited to, Netscape, Mosaic, AOL Browser and Internet Explorer.

22. CONFIDENTIAL INFORMATION:

- 22.a. Confidentiality. The parties recognize that each shall come into possession of information that comprises valuable trade secrets and other confidential information ("Confidential Information"), which is exclusively owned by the conveying party. Both parties expressly recognize that Confidential Information is being conveyed to them under conditions of confidentiality, and agree that they shall not disclose Confidential Information to any third party during the term of this Agreement, and for a period of two (2) years following the termination or expiration of this Agreement. The parties may, however, disclose Confidential Information only to their employees who need to know Confidential Information in order to assure the parties' compliance with the other terms and conditions of this Agreement and the functionality of the Website.
- 22.b. Employees. The parties recognize that the other's employees are uniquely qualified for their jobs, and that the identity of both parties' employees is Confidential Information. Therefore, the parties agree that, during the term of this Agreement and for a period of one (1) years following the termination or expiration of this Agreement, neither party shall solicit the employment of, nor employ, any of the other party's employees.

23. REMEDIES.

The failure of either party to seek relief for the other party's breach of any duty under this Agreement, shall not waive any right of the non-breaching party's right to seek relief for any subsequent breach.

24. GOVERNING LAW AND DISPUTE RESOLUTION.

The parties agree that if any dispute relating to this Agreement or breach thereof, MIL's services or Client's payment for services arises between them, they will mediate the dispute using a mutually-agreeable mediator and sharing the mediation costs equally. In the event mediation does not resolve the dispute and result in a settlement, the parties will arbitrate the dispute using the arbitration services of the Atlanta office of JAMS, the services of a single, mutually agreed-upon arbitrator, and the JAMS rules for arbitration. The arbitration shall be binding and shall take place at the JAMS office in Atlanta, Georgia. The arbitrator shall apply Georgia law in all respects to this dispute. The arbitrator shall award attorneys' fees and costs of litigation to the prevailing party. Judgment on the arbitrator's award may be entered in any court having jurisdiction.

1. NOTICE. All notices must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested to MAKE IT LOUD, INC 2680 LOGAN WAY, LAWRENCEVILLE, GA 30043

2. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing, and shall be effective only after affixation of both parties' signatures and MIL receipt of payment.

3.

24. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.

25. CAPTIONS.

Captions contained in this Agreement are for reference purposes only, and are not intended by either party to describe, interpret, define, broaden or limit the scope, extent or intent of the Agreement or any of its provisions.

26. KNOWING CONSENT AND AUTHORITY TO CONSENT.

The parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory is authorized to enter into this Agreement on behalf of its respective party.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

AGREED AND ACCEPTED:

COMPANY NAME

By: CECILY WELCH

Title: MANAGING MEMBER OF WELCH FINANCIAL ADVISORS

Signature: [Handwritten Signature]

Date: 19-25-17

AGREED AND ACCEPTED:

MIL

By: John Lehmborg

Title: President

Signature: _____

Date: _____