

ENGAGEMENT LETTER

This engagement letter agreement ("Agreement") sets forth our mutual understanding of the terms of our engagement, effective as of the date of your signature below ("Effective Date"). All references in this Agreement to [REDACTED], "we", "us" or "our" refer exclusively to [REDACTED] bs. [REDACTED] on [REDACTED] ex [REDACTED] ed [REDACTED] ies [REDACTED], [REDACTED] k [REDACTED] any. All references to "you" or "your" refer to the individual and/or the entity identified on the signature line to this Agreement.

1. Services & Deliverables

A. Our Services

We offer our clients a broad range of services, including mobile, web, VR and AR application design and development, digital marketing, web strategy, user interface design, art direction, usability, web operations, web maintenance, web management, and implementation and integration of open-source content management systems (collectively, accounting for any services we may add or eliminate from time to time, "Services", each a "Service"). Our approach to providing Services draws inspiration from the principles of agile software development – which values individuals and interactions over processes and tools; working software over comprehensive documentation; customer collaboration over contract negotiation; and responding to changes over following a fixed plan – so this Agreement is structured to establish the dynamic, flexible and iterative framework that we believe is best suited to facilitate the collaborative accomplishment of the goals of our clients.

B. Requests for Services

From time to time, you may request that we provide you with one or more of our Services and following our receipt of a request for Services, we may agree, in our sole discretion, to provide you with such Services. Our provision of any such Services shall be governed by the terms of this Agreement.

C. Standard of Care and Personnel

The Services we perform shall be performed in accordance with our procedures, policies and practices for the performance of such Services. In that connection, we agree to assign personnel to perform such Services based on our assessment of the most appropriate and efficient way to perform such Services, and we may replace or change, supplement, or remove such personnel in our sole discretion.

D. Deliveries and Acceptance

You may reject the delivery of any deliverables delivered to you in connection with Services ("Deliverables") by providing us written notice within two (2) business days of your receipt of such Deliverables if such Deliverables materially fail to perform their intended functions. Any written notice must identify with clarity your reasons for rejecting such Deliverables on that basis. In the absence of written notice from you within the two (2) day notice period, the Deliverables will be deemed accepted.

2. Your Obligations

A. Your Content

You agree to timely deliver, in the format we request and at no charge, all materials, information, photography, writings, files, test data, documentation, and other creative content or materials that we may reasonably require to perform the Services and/or produce the Deliverables (any such content that you deliver to us, "Your Content"). You are responsible for, and assume the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all of Your Content. You acknowledge that delays by you in providing us with Your Content or performing any other tasks required to be performed by you under this Agreement may hamper the performance of Services and delay the delivery of the Deliverables.

B. Maintaining, Managing and Proofreading Content

Unless you engage us for Services that specifically provide for the maintenance, management and proofreading of content, the maintenance, management and proofreading of content (including any content contained in Deliverables) will be your responsibility.