

VisionFriendly.com

Ongoing Support Retainer Agreement for www.Auorora-il.org

The following areas have been identified as areas of focus and starting points for modifications and updates: various content and design updates, functionality and organizational improvements and marketing consultation.

The VisionFriendly.com staff will be here to work with you moving forward, providing support on a monthly basis and quarterly strategy meetings to assist in the development of The City of Aurora's online communication strategy.

Under your support plan VisionFriendly.com will provide priority maintenance and service for both emergency and non-emergency modifications to your website.

This agreement provides committed hourly service and rates for support pertaining to The City of Aurora website upgrade and maintenance projects for the next 7 months. From our discussions it has been estimated that VisionFriendly.com need to budget 58 hours a month divided between content design, project management and programming/development work.

All design, project management, and development work is billed at \$95/hour with a 10% community discount for quantity of service rendered, equaling \$85.50/hour.

Retainer Amount	Services
\$4,959/month	58 Hours of Service

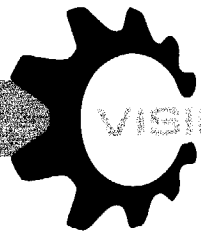
The following is covered in the retainer:

- Emergency and Non-Emergency Modifications
- Request System Setup for Task Tracking
- Test Site Setup and Configuration for Quality Control Checking
- Graphical design updates
- Content Changes
- Programming enhancements*
- R&D for 3rd party APIs or plug-ins*
- Website database modifications, exports etc.*
- Project Management time with City of Aurora staff or 3rd parties

*Advanced level programming is billed at a rate of \$108/hour after the 10% discount. This may decrease the total number of hours allocated in the retainer for months that advanced programming is used.

The following is not covered in the retainer:

- Hosting and web server management.



Terms and Conditions:

Authorization

The above-named client is engaging VisionFriendly.com, Inc., located at 1245 E. Diehl Road Suite #307, Naperville, IL 60563, as an independent contractor for the specific project of developing a website and/or collateral for client named above.

Functionality

The entire risk as to the quality and performance of the artwork, collateral and results are with the client. In no event will VisionFriendly.com, Inc. 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 the business, even if VisionFriendly.com, Inc. has been advised of the possibility of such damages.

Copyrights and Trademarks

The client represents to VisionFriendly.com, Inc. and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to VisionFriendly.com, Inc. for inclusion in the campaign 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 VisionFriendly.com, Inc. and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

Laws Affecting Electronic Commerce

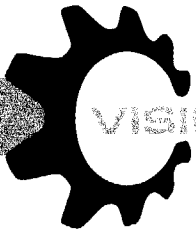
From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend VisionFriendly.com, Inc. and its subcontractors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

Copyrights to Artwork/Collateral

Upon final payment of this contract, Client owns the copyright to the finished assembled work within the campaign produced by VisionFriendly.com, Inc. The client is assigned rights to use the design, graphics, and text contained in the finished work. 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. VisionFriendly.com retains the right to display graphics, designs and all other work performed as examples of their work in their respective portfolios.

Sole Agreement

The agreement contained in this contract constitutes the sole agreement between VisionFriendly.com, Inc. and the client. Any additional work not specified in this contract must be authorized by a written change order and/or a separate agreement. All prices specified in this contract will be honored for six (4) months after both parties sign this contract. Continued services after that time will require a new agreement.



Provision

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Payment

The fees of this retainer must be pre-paid monthly to continue receiving dedicated website development staff and having the established priority turn-around time on the updates requested.

Late Payments

Payments should be made promptly. VisionFriendly.com reserves the right to suspend work on any projects until payment is made. In the event of collection, the client agrees to pay all fees incurred by that process. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in DuPage County, IL and any dispute will be litigated or arbitrated in DuPage County, IL.

Overage

Hours exceeding the budgeted 58 hour per month will be billed at the standard hourly rate of \$95/hour for design, project management and development work.

Rollover Hours

In any month in which less than 58 hours of services are performed, up to 20% (11.6 hours) of the unused portion can be carried over to the following month. If these hours are not used in the following month then the hours are no longer available. The final month is not transferable.

Cancellation

The City of Aurora has the option to cancel this agreement with a written cancellation notice to VisionFriendly.com 60 days in advance of such cancellation. The minimum length of this retainer is 4 months.

Termination

In the event of termination, Client will only be liable for fees relating to services actually rendered to termination date.

Tracking and Reporting

Time will be tracked by VisionFriendly.com broken out by Design, Development and Project Management. A more detailed time sheet will also be attached for reference purposes. This monthly statement of hours used will be sent to The City of Aurora at the end of each month.



Effective Date

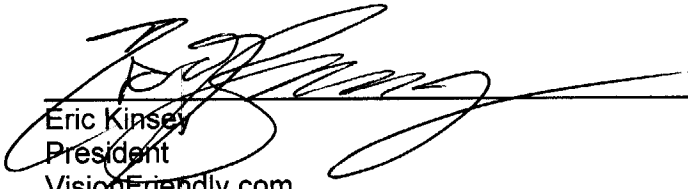
This retainer becomes effective June 1st 2016.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client (authorized signature):

_____ Date _____
Esther Phillips
Director of Purchasing
City of Aurora 630.256.3361

On behalf of VisionFriendly.com, Inc. (authorized signature)

 _____ Date 6/10/16
Eric Kinsey
President
VisionFriendly.com