

WAIVER - RUSH DELIVERY

This is not an invoice; payment of any invoice is agreement to terms.

1. Waiver and approval of RUSH DELIVERY

1.1. Summary

The need for speedy turn times is increasingly apparent. It's quite common for public companies to rush in their 8k or 10k filings or need a website update to inform shareholders only hours before the market opens. I offer rush delivery services to everyone, from large corporations to small businesses based on the following concepts, criteria and reimbursement schedule.

1.2. Agreement

- **Standard Delivery notice for NEW TASKS or SUPPORT REQUESTS:**
 - 7-10 days for items not on a contract, or, requests from non-retainer based clients
 - 3-5 days for items on contract (unless specifically noted/quoted otherwise)
- **RUSH DELIVERY TIMES for NEW TASKS or SUPPORT REQUESTS:**
 - 12-24 hours = \$250.00 fee + hourly
 - 1-12 hours = \$375.00 fee + hourly + expenses

<p>NO RUSH DELIVERY Initial here: _____</p>	<p>By selecting this option you agree:</p> <ul style="list-style-type: none"> ● To not place any rush delivery requests ● To avoid all rush delivery fees. ● To not ask for any increase in production time.
<p>I EXPRESSLY REQUEST RUSH DELIVERY Initial here: _____ Monthly Limit:</p>	<p>By selecting this option you agree:</p> <ul style="list-style-type: none"> ● To call in the rush delivery request <u>by Phone</u>. ● To Reply to the acceptance email with the word “approved”. ● To forever hold harmless and release the developer of any liability <ul style="list-style-type: none"> ○ Related to the rush delivery ○ Related to website crashes ○ Related to technical failures of a web based product ● To pay for any additional costs which may arise from the rush <ul style="list-style-type: none"> ○ Including debugging fees ○ Fixing speedy/sloppy mistakes ○ Hotel or Internet connection fees ○ Any cost associated with the rush delivery
<p>DEFAULT Initial here: _____</p>	<p>If neither option is selected:</p> <ul style="list-style-type: none"> ● The default mode of operation will be “NO RUSH DELIVERY”. ● Rush delivery will not be performed without express permission

1.3. OPTIONS FOR A PUBLIC BETA OR RUSH DELIVERY

Every effort will be made to ensure the final product is free of bugs and errors, however, because of the nature of Web Development and Rush Delivery the following policies are agreed to and understood by both parties (check all that apply):

- **WAIVER OF SPEC** - Skipping a SPEC may speed up turn time.
 - Without a project specification phase both parties agree and understand there can be major oversights such as but not limited to:
 - missing features
 - additional expenses which may arise as a result of
 - not researching compatibility of scripts and features
 - fixing items which should not have been set to public release
 - The developer is hereby released of any professional responsibility related to project planning.
- **CMS SOFTWARE** - Using a CMS may speed up turn time.
 - When using a CMS system without planning for and researching future releases the development of software for online transmission of web related interactions and data the following can occur:
 - Additional expenses in the future spent patching under-developed projects.
 - Security risks at the expense of speedy production.
 - Additional liabilities to the client for loss of data, crashes, and downtime.
 - Selection of a CMS that may not be the best choice for long term development.
 - The developer is hereby released of any professional responsibility related to CMS selection.
- **FEATURE LIST** - Skipping a feature list may speed up turn time.
 - Without production of a robust and detailed feature listing the final product may be missing features expected or discussed verbally.
 - The developer is hereby released of any professional responsibility related to final features.
- **RESPONSIVE DEVICE TESTING** - Skipping device testing list may speed up turn time.
 - Without actually testing a responsive website on live devices the following can occur:
 - Broken or unusable website on a mobile device
 - Missing features on a mobile device
 - Additional expenses spent fixing items which normally are tested.
 - The developer is hereby released of any professional responsibility related to mobile devices.

1.4. TERMS

By selection of any of the above items the following are agreed to

- **To forever hold harmless and release the developer of any liability**
 - Related to the rush delivery
 - Related to website crashes
 - Related to technical failures of a web based product
 - Related to loss of sales or customer interaction as a result of technical failure.
- **To pay for any additional costs which may arise from the rush**
 - Including debugging fees
 - Fixing speedy/sloppy mistakes
 - Any cost associated with the rush delivery

Client Name/Signature	
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Signature Authorization indicates that all parties named on this document fully understand and accept terms.