



Website Design Agreement

Prepared For:

Name: _____

Pharmacy: _____

Address: _____

City, State Zip: _____

Date: _____

Scope of Work:

GRX Marketing will design a new website for your pharmacy. The goal of the project is to give a new, refreshed look to the website, provide vital information and make it user friendly for prospective customers.

The design process will consist of working with a pharmacy representative to determine preferred look and style, then GRX Marketing will develop the site, keeping the copy consistent with any currently active site. Once website is initially built, GRX Marketing will send a link to the pharmacy representative to review and provide feedback. Review process will continue until client is satisfied and approves site. The website will be responsive and work on multiple platforms including desktop, tablet and mobile.

Timeline:

GRX Marketing will begin working on website as soon as signed agreement and initial down payment is received. Initial phase to be completed by GRX Marketing within three weeks of that date, contingent on amount of custom content creation needed as well as the pharmacy representative providing items needed to complete project, including, but not limited to: logo, and any photos to be included in the website.

Images:

Images supplied by you, as desired and appropriate, will be incorporated. If applicable, GRX will provide up to 6 stock photos for your website. Additional stock photos can be purchased by the client, if needed. Costs will be sent to the client for approval before purchase.

Payment:

Total cost to build the website is \$1,500 for a 6 page website (if you are a full client of GRX, you will receive \$300 off for a cost of \$1,200). Any additional pages are a one-time cost of \$50 per page. To begin the website build, an initial down payment of 20% is required to GRX Marketing through credit card or ACH payment. Remaining amount is due at completion of project or no more than three months after contract is signed.

After the website is launched a monthly fee will be automatically applied to the payment information on file for your pharmacy, for the amount of (check one):

_____ \$39 to include domain selection (if needed), 6 custom pages, hosting services, email accounts (if needed – limit of 5 email addresses), online refill program (can be linked through your current site, or through our vendor), SEO (Search Engine Optimization) to help your site place higher in search results. *

_____ \$149 to include all items listed above plus, social media management, online presence branding, listing management and reputation monitoring & management. *

Optional Add-On:

_____ \$39 for health-focused video to be added to your website and/or social media. Over 100 health topics available.

Failure to pay the monthly hosting fee for more than 90 days will result in suspension of your website until payment is received.

*prices subject to change. GRX will notify client as soon as possible if pricing gets changed.

Design time:

Additional design work is available, beyond the scope of a standard website (e.g. logo work, image touch ups) for an additional fee of \$50/hour. Costs will be sent to the client for approval before beginning of work.

Website Updates:

GRX will update your website at least once per month or as needed by the client.

Signatures:

If the information and terms in this proposal are the Client's satisfaction and approval, kindly return a signed copy of this agreement to GRX Marketing.

GRX Marketing Signature

Title

Date

Client Signature

Title

Date

Terms & Conditions

All information in this agreement is subject to the following terms and conditions:

PROPOSAL

The terms of this Agreement expires thirty (30) days after being submitted to Client. If this Agreement expires, GRX Marketing may modify the Agreement and resubmit it to Client.

CHANGES TO PROJECT SCOPE

If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send GRX Marketing a written Change Order describing the requested changes in detail. Within ten (10) days of receiving a Change Order, GRX Marketing will respond with a statement proposing additional fees, changes to delivery dates, and any modification to the Terms and Conditions. GRX Marketing may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes. Client will have ten (10) days to respond in writing accepting or rejecting the new proposal. If Client rejects the proposal, GRX Marketing will not be obligated to perform any services beyond those in the original Agreement.

DELAYS

Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by Client will result in a day-for-day extension of the due date for all Deliverables. Any delay caused before conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, terrorism and epidemics.

ACCREDITATION AND PROMOTION

GRX Marketing shall be entitled to place accreditation, as a hyperlink, in the form, size and location as incorporated by GRX Marketing in the Deliverables on each page of the Final Deliverables. GRX Marketing retains the right to reproduce, publish and display the Deliverables in GRX Marketing portfolios and websites, in galleries, design

periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

CONFIDENTIAL INFORMATION

All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only be used as needed to perform this Agreement. Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure.

REPRESENTATIONS AND WARRANTIES

Client represents and warrants to GRX Marketing that to the best of Client's knowledge, use of the Client Content does not infringe the rights of any third party. GRX Marketing represents and warranty to Client that to the best of GRX Marketing's knowledge, the Deliverables will not violate the rights of any third parties.

INDEMNIFICATION AND LIABILITY

Client shall indemnify GRX Marketing from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party due to materials included in Deliverables at the request of the Client.

THE SERVICES AND THE WORK PRODUCT OF GRX MARKETING ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF GRX MARKETING, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF GRX MARKETING. IN NO EVENT SHALL GRX MARKETING BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR

ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY GRX MARKETING, EVEN IF GRX MARKETING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

TERM AND TERMINATION

This agreement shall begin when both parties sign and shall continue until all Services are complete and delivered, or until the Agreement is Terminated. Either party may terminate this agreement after 1 year, on thirty (30) days prior written notice if the other party breaches any of its material responsibilities or obligations under this Agreement and fails to cure that breach during that thirty (30) day period. Either party may terminate this agreement after 1 year, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it. In the event of termination, Client shall pay GRX Marketing for the Services performed through the date of termination in the amount of a prorated portion of the fees due. Client shall pay all Expenses, Fees, and Additional Costs incurred through the date of termination.

DISPUTE RESOLUTION

Parties agree to attempt to resolve any dispute by negotiation between the parties. If parties are unable to resolve the dispute by negotiation, either party may

start mediation and/or binding arbitration in a forum mutually agreed to by the parties. The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

GENERAL

Modifications to this Agreement must be in writing and signed by both parties. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach. All notices under this Agreement shall be given in writing either by: (a) Fax or Email, with return confirmation of receipt; (b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email or fax, on confirmation of receipt. Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party. This Agreement shall be governed by the law of Iowa. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law. Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect. This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.