

FUNKHAUS

Demystifying Creative

Vagabond

Website Proposal — 06/10/21

IMPORTANT NOTE :

This proposal is valid for 15 days from submission
date stated above

We provide strategic creative solutions to propel businesses forward. With a focus on high performance and expert advice, we help companies design websites and visual identities, build new technologies, and develop content and brand strategies.

We believe in the power of design to answer business goals - creating, executing, and delivering world-class projects with a working class excellence.

Our Services:

Design & Build

Interactive Design
WordPress Programming
Digital Strategy
E-Commerce
Technology Innovation
Brand & Identity Design
Print & Package Design
Environmental Design

Concept & Creation

Art Direction
Editorial Production
Content Strategy & Copywriting
Newsletter Campaigns
Social Media Strategy
Analytics & Reporting
Brand Consulting & Messaging
Naming

— **Vagabond’s New Website Design**

Vagabond has developed into a multi-faceted production services company that’s outgrown the architecture and aesthetic of the current website. Creatively, we’re excited by the prospect of working with the existing brand, which will assuredly be a great platform to springboard off of for the website design.

We’re confident we can find a way to embody the multi-dimensional nature of your company through a deep dive together, architecting an easy-to-use and timeless design that will showcase your work and the company personality. And, of course, this needs to speak to the unique brand of Vagabond - so we’ll make sure you stand apart in the competitive field!

By building the site on WordPress and Vimeo platforms, it will allow your team to easily update and manage your website content. In addition, it will adapt to every environment - desktop, laptop, tablet, mobile - and look fantastic on all.

Funkhaus' process has been invaluable in providing a framework for delivering a final product perfectly tailored to each Client's unique needs.

1 - Discovery + Strategy

We start every project with a 1-2 hour Kick-Off guided by a questionnaire we'll provide to stakeholders in advance before we start our discovery and research phase. During this process we will think holistically about the short and long term needs that come with the site redesign, so don't be surprised to hear some other recommendations for things to come: content marketing plans, campaigns, etc.

2 - Wireframes

Each page is laid out as flat user interface and line work to ensure the logic flow makes sense and that all structural elements are captured. We'll do 2 rounds to integrate a feedback loop, if necessary.

3 - Design Rounds

Following Wireframe sign-off, we begin the 3-round Design phase. Using Adobe XD prototyping software to demonstrate motion, we'll show every page of the website. Together, we'll work through 2 rounds of feedback. In round 3, Client will approve an XD design for us to program. We build exactly what was designed, no surprises.

From the very start of the process, we're considering how your website will adapt to screens of all sizes and resolutions. Motion and animation will be explained through examples and polished in the Beta stage.

4 - The Art of Programming

Funkhaus codes the approved site design from scratch. Generally we use WordPress as a Headless CMS, using a GraphQL data layer to power a Nuxt frontend.

We do not use a theme framework, and try to avoid any 3rd party plugins for critical parts of the site. Our programming team maintains a high standard for a "clean" code base, meaning that the clear and concise structure to our code is inherently SEO-friendly.

Our clients continue to work with us because of the value we bring to the table, not because they're held hostage to a proprietary software we've locked them into.

5 - Pre-Production, Content Population, Quality Assurance

We'll create a shared Dropbox where Client can share all website content including images, copy, video links, etc. Working simultaneously with our team building the site, your team should aim to have all content-gathering completed in 1-2 weeks after design approval for us to pre-populate the Beta site.

Our team does extensive Quality Assurance across browsers and devices before a working Beta is presented to Client.

6 - Beta Presentation & Training

We present a near-launch-ready Beta for Client testing and approval and will make final tweaks (movement adjustments, bug fixes, polish). To keep the process moving, any notes are requested within a week. Funkhaus will hold a training session for Client to be in full control of website administration prior to launch.

7 - Launch

Funkhaus will push the Beta testing site to the live URL, after which it will take anywhere from 1-48 hours to propagate globally.

Then we pop bubbly.

Below is an overview of the site's possible sections and content areas. The nature of the design may slightly alter the specifics herein, but the overall structural elements are captured below.

Global - Elements are persistent site-wide

- Logo/ Main navigation
- Tasteful integration of social media icons and newsletter sign-up

— Homepage

- Showcase of most recent work
- Company messaging
- Ability to feature newsworthy articles
- Other possible routes to be determined in collaboration with Client
- » Funkhaus to provide 2 rounds of copywriting to polish company messaging

— Work

- Landing page with company-forward work filtered by location
- Thumbnail grid of images per project with relevant credit information

— Video Detail

- Video player powered through Vimeo
- Thumbnail tray of videos to move previous/next in reel
- Title of spot, client name, and any other relevant credit information
- Flexibility for a case study write up, if applicable

— About

- Longform narrative page that covers all company-forward information and philosophy
- List of services and locations
- Vibe imagery and copy
- Ultimate design and form to be determined together in our collaboration
- » Funkhaus to provide 2 rounds of copywriting to polish company positioning

— News

- Landing page with blog-roll of news items cascading down the page ordered by date
- Title of post, image, excerpt and date
- Click into post for full write-up

— Post Detail

- Single image, image gallery, video and text compatible
- Title, subtitle and body copy type styling to create magazine-influenced layout options
- Previous, next, or return to main index options

Continued...

— Contact

- Office locations
- Address, phone numbers, “Map It” function opens to Google Maps in new browser window
- Staff contact info, management, etc

This project timeline is a general estimate that will flex depending on Client feedback and approvals, taking on average from 16-24 weeks. Some of these stages will be concurrent and an example timeline overview is provided below. In order to run a fluid calendar at Funkhaus, priority in scheduling between phases is given to Clients that provide timely feedback, details of which can be found in the “Communication” section of the Terms and Conditions.

Project - Website			Cost
Discovery + Wireframes	Phase 1	1-2 weeks	\$2,000
Design	Phase 2	3-5 weeks	\$12,000
Copywriting	Phase 2	1-2 weeks	\$1,500
Front / Backend Programming	Phase 3	5-7 weeks	\$12,000
Quality Assurance	Phase 3	1 week	\$2,000
Pre-Production	Phase 4	1 week	\$2,000
Project Management	Concurrent	Concurrent	\$3,000
Training	Pre-Launch	Pre-Launch	—
15% Partnership Discount (If signed in conjunction with Identity & Content Proposals)			(-\$5,175)
Total			<u>\$29,325</u>
Customer Support			
Monthly retainer (outlined on following page)			\$200 / month

— Payment Terms - *Check one of the following preferred payment options.

☒ **Option A** – 3 Milestone Payments

Client will pay a 50% deposit before kick-off meeting, 25% upon Round 3 design presentation, and the final 25% due upon completion of work (beta site working as designed).

☐ **Option B** – 12 monthly payments, with 10% premium

Client will pay a \$12k deposit, followed by 12 equal monthly installments of the total contract price plus a 10% convenience premium: \$1,688.12 per month for a total of \$32,257.50.

Monthly payment does not include \$200 monthly Customer Support Retainer, activated upon website beta presentation

If you find this arrangement acceptable, please check your preferred payment option above, sign, and date this proposal in the spaces provided.

Agreed to and accepted on this 14th day of, June 2021

By Lorenzo Benedick Title Managing Director

Customer Support = \$200 / month

We are here as your digital partner to design, build, and help *maintain* your website. In order to ensure we're available to answer any questions that might arise, all of our clients are allocated 1 hour of studio time per month (normal studio rate would be \$275).

Any <1 hour design or programming requests that might occur over the course of the month are included up to one hours total combined work (does not accrue when unused). This bucket of time also ensures we are available as your "digital counsel" for whatever questions might arise about your website (or the "Web" in general).

In addition, we will cover the cost, set-up, and maintenance of your website hosting platform, your font licensing, and general plugin and codebase maintenance.

Monthly automated billing by credit card will be configured for easy administration, starting upon Beta presentation or site launch, whichever comes first.

— HOSTING

Funkhaus uses a trusted hosting partner that's optimized for design-driven WordPress sites. Included in this service is a real-time, continuous backup and synchronization of every post, media file and revision on the cloud, ensuring no loss of content. Funkhaus will build your beta site within the server environment and, once approved for launch, we'll take care of pushing this beta site live to your desired URL powered by a lightning-fast hosting platform.

The hosting service we provide covers up to 25,000 monthly site visits. If your traffic is higher than 25,000 monthly visits, hosting will be transferred to a Client account where it is paid by Client, cost based on monthly traffic.

— FONTS

A font license grants the owner the right to use a typeface in a specific manner as outlined in the license. Every typeface comes with a license of some sort – even those free online typefaces. Funkhaus will use our enterprise account to leverage economies of scale for your company's individual font needs.

Funkhaus will manage the purchase and configuration of your website fonts.

— WEBSITE PLUGIN MAINTENANCE

Every WordPress website requires ongoing maintenance to ensure that the platform is kept up to date with new version releases for the CMS and any plugins used. We'll perform weekly maintenance checks to make sure that there is no lag time in these updates, thus avoiding hiccups that might occur alongside constant Internet browser updates.

The font service we provide covers up to 200,000 monthly site visits. If your traffic is higher than 200,000 monthly visits, font subscription will be transferred to a Client account where it is paid by Client, cost based on monthly traffic.

— Introduction

1. This Agreement governs the provision of Services (defined below) by Funkhaus) for Client. This Agreement is a master agreement that sets forth the general terms and conditions of the Agreement between Funkhaus and Client. Each time Client desires Funkhaus to perform a specific service or project, Funkhaus and Client will execute a new Proposal that specifies the requirements for that project.

— Services

1. Funkhaus agrees to provide the development services set forth in the Proposal. When the services are completed, the finished work product shall be deemed a "Project". Client and Funkhaus hereby agree that the Services will not commence until this Proposal has been executed by both parties and Client has paid Funkhaus 50% of the total fee for the Services. The Remaining 50% is payable as set forth above in this proposal.
2. Unless otherwise agreed in writing by the parties, Client shall have sole responsibility for acquiring and maintaining its own technology environment, including but not limited to PC's, operating systems, databases, servers, Internet access and networks.
3. Client shall provide Funkhaus with access to Client's technical personnel, facilities, databases, and information as necessary for Funkhaus to perform its obligations under this Agreement. Client also agrees to perform those tasks, deliver certain materials and assume those responsibilities requested by Funkhaus in the terms below. Client understands that Funkhaus' performance is dependent on Client's timely and effective satisfaction of Client Deliverables and timely decisions and approvals by Client.
4. In the course of performing the Services, Funkhaus will utilize certain proprietary platforms, software, code, algorithms, and framework (the "Funkhaus Platform") previously developed by Funkhaus as well as custom software, documentation or other materials specific to the project. Client acknowledges and agrees that Funkhaus will retain sole ownership of all intellectual property rights in the Funkhaus Platform and Work Product. Client further acknowledges and agrees that Client will have no ownership interests in any of the preliminary work product of Funkhaus including without limitation working materials, design comps, and beta tests. Upon final payment, Funkhaus grants all ownership rights of final design files to Client.

— Fees and Expenses

1. Client shall pay Funkhaus the fees set forth in the applicable Proposal in accordance with the terms and conditions therein. Final payments not received within 15 days of invoice will be subject to a 15% monthly finance charge. Client shall be responsible for the costs, including reasonable attorney's fees, incurred in connection with Funkhaus' collection of any past-due amounts under this Agreement. All payments shall be made in U.S. Dollars.
2. Client also agrees to reimburse Funkhaus for any reasonable, out-of-pocket expenses incurred in the performance of this Agreement. All expenses must be pre-approved by Client in writing.
3. Customer Support retainer: Funkhaus will keep Client credit card information stored securely with automated billing set up for the 1st of every month. If client cannot set up automatic payment (credit card or bank transfer), Funkhaus will bill in 6 month increments.
4. Service will begin upon website launch or one month after beta presentation (whichever comes first). Client Service Retainer will remain in effect for a minimum of 6 months, after which it is month to month and must be canceled with 30 days notice. Any previous payments made will be retained by Funkhaus.
5. Without a Customer Support agreement in place, Funkhaus will charge our hourly studio rate (minimum \$275) when called upon to answer questions or perform change orders.

— Termination / Renegotiation

1. Term: This agreement shall begin when both parties sign and shall continue until all Services are complete and delivered, or until the Agreement is Terminated.
2. Termination For Cause: Either party may terminate this agreement at any time, with ten 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, or propose an acceptable cure, during that ten day period.
3. Termination by Mutual Agreement: This agreement may be terminated by the mutual agreement of the parties.
4. Termination For Convenience: Either party may terminate this agreement at any time and for any reason with thirty days prior written notice to the other party. If Client terminates the Agreement under this section, Funkhaus shall, at Client's reasonable discretion, complete any work assigned or scheduled during the notice period in accordance with the terms and conditions of this Agreement.
5. Termination Fees:
 - In the event of termination, Client shall pay Funkhaus for each completed phase of work outlined above. If the agreement is terminated before the completion of a phase, Client shall pay a prorated portion of the fees for that phase. This prorated portion will reflect a percentage of the phase completed as determined by Funkhaus and demonstrated by work in progress reports or a summary of hours completed for that phase.
 - In the event that Client terminates after Funkhaus has delivered a completed working beta site, Client shall pay 100% of the

original fee.

- Client shall pay all pre-approved expenses incurred through the date of termination.
- 6. Intellectual Property: If Client terminates, and on full payment of compensation, Designer grants Client right and title as provided by this Agreement with respect to those Deliverables provided and accepted by Client as of the date of termination.
- 7. Renegotiation: This contract covers Funkhaus' agency resources being available to complete this project within 6 months after start of project (Kick-Off Meeting). If project timeline goes longer than 6 months from start date, as a result of Client's delay in providing feedback or delivering required content to Funkhaus, Client will be charged a standard retainer of \$1,000 per week until the project is completed, or a new agreement will be drawn up. The purpose is to keep Funkhaus resources reserved, and to encourage the Client to engage to push the project past the finish line!

— Design Assumptions

1. Funkhaus will base website (project) design approach on brand and marketing elements discussed in the initial Client meeting.
2. Up to one (1) original design concept (comp) will be developed for the website (project) with an alternate home and sub-page. There will be two (2) rounds of revisions before final design is approved. Additional revisions required beyond this scope will be billed at Funkhaus' standard rate of \$275/hour.
3. Site movement (interface, transitions, rollover, etc.), will be verbally explained and "generally understood" in the Design Concept phase.

— Training Assumptions

1. Funkhaus will conduct one training session for the entire company on the WordPress CMS. We operate with the assumption that all key website administrators are present in these meetings, where we will provide a thorough training of all aspects of the WordPress website backend administration system.
2. If multiple training sessions are needed for multiple offices, Funkhaus will conduct these training sessions at an additional billable fees (standard rate of \$275/hr)
3. Funkhaus will train all key employees on how to administrate the WordPress website. We will not train the Client on how to use Adobe Photoshop, Illustrator, InDesign. We operate under the assumption that all administrators have a general knowledge of said programs.
4. Once the training session has taken place, Funkhaus will be available 2 weeks to answer questions relating to the website admin for any of the website administrators that were present in the initial training session.

— Content

1. In order to ensure accurate information architecture and design, draft content (copy, photography, PDFs, etc.) for all sections will be required by the initiation of the design phase of the project. Any content not delivered to Funkhaus prior to the pre-production phase of development will be populated using the WordPress administration by Client after the training.
2. The Client will provide all required content in accordance with the project schedule (once developed), in an easily editable format (PDF, Pages, Word or Text). All content will be written by the Client and integrated by Funkhaus. This proposal assumes Client will provide all imagery, video, audio and photographic elements. Should additional photography or stock imagery be required, those items will be budgeted for in a change order. You guarantee that all elements of text, images or other artwork you provide are either owned by you, or that you have permission to use them.
3. The administration system will be powered by WordPress, allowing all content that is uploaded to be exchanged with the front-end programming. Uploading content through the WordPress admin will thus modify the content on the website in real-time. Funkhaus will populate up to 100 pages of content. Anything beyond 100 pages will responsibility of Client, and Funkhaus will train Client accordingly.

— Production, SEO, Email Assumptions

1. Funkhaus requires approval and sign-off after each phase of development. Requests made after any approved work will result in a change order that affects the schedule and budget. Change orders need to be approved by Client before change order work begins.
2. Funkhaus is available during traditional business hours (9 a.m. – 6 p.m. PST, Monday - Friday). However, the team will be available for phone calls, meetings and general production support during "off" hours (6:15 p.m. – 9:00 p.m. PST, Monday - Friday and on weekends by appointment). Funkhaus is closed for 2 weeks every year over the winter holiday, normally starting a couple days prior to Christmas extending to a couple days post New Years.
3. We do not launch websites on Fridays to avoid any maintenance that might be required in the days to follow landing on a weekend. We'll aim to launch your website at the outset of the week with a cut-off of 2pm Thursday for your approval to go-live.
4. We do not host or configure email. This is not a business element that Funkhaus handles.
5. Funkhaus does not provide search engine optimization (SEO) services beyond this scope. Requests for ADA accessibility, GDPR and/or CCPA concerns are not covered in this proposal and should be aimed at counsel or a specialist. Any additional work suggested by outside vendors will be assessed as a change order at our hourly rate.

6. Funkhaus requires login access to Client's DNS account in order to effectively launch website. If unable to grant access, Funkhaus will assess any additional consulting time required as a separate hourly cost and cannot be held liable for issues arising in relation to proper site propagation.

— Communication

1. Each party shall designate one party to be its authorized representative. All communications regarding schedule, budget, design, change orders or other material matters should be communicated by or to such designated representative. E-mail communications that have been replied to shall be deemed to have been delivered in writing for purposes of this Agreement.
2. You'll give us everything we need to complete the project as and when and in the format we need it. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together.
3. Funkhaus expects feedback within 72 hours of every milestone presentation: information architecture, the 3 design rounds, and beta site presentation. Any delays in feedback will result in Funkhaus having to re-slate internal calendars with other projects and, in turn, will push back the project calendar accordingly.
4. Upon final design approval, project will be slated into the next available calendar opening for programming which, on average is 2-4 weeks from approval but will be impacted by point 3 above should Funkhaus be forced to slate other Client work in lieu of receiving timely feedback.

— Web Browser + Hosting Considerations

1. Funkhaus builds all websites for the latest and greatest browsers. Web-based and mobile browsers are rapidly evolving, thus we build future forward websites. We currently support the following browsers and will test on these to ensure compatibility: Safari 11, Chrome 60, Firefox 50 and Edge 17 (with errors on Edge to be expected), OR browser versions from two years ago from contract signing, whichever is more current. These versions should safely cover most if not all of your potential viewer base. 100% compatibility on earlier browsers is not guaranteed, especially with advanced features. Requested support and compatibility on earlier browsers falls outside this agreement and will incur additional support charges.
2. Our optimized tech infrastructure is CloudFlare for DNS, Netlify for frontend static site generation and hosting, and Flywheel for backend hosting. In the event of a custom Node backend, often times we will use Heroku for that. We host all our code in GitHub private repositories. If you require your own infrastructure that differs from the above, we consider this a "fork in the road" moment. We will invite your technical contact to our GitHub repos that contain the backend and frontend codebases. You will need to handle everything from those repos with your own technical team.
3. The exception to the above is DNS hosting. Often times clients want to own their DNS zone file. This is understandable and we can often times work with your DNS setup. However Netlify and Heroku have advanced requirements for DNS when it comes to root domains, and most DNS providers don't support root domains on Netlify and Heroku. Our recommendation is for you to create a CloudFlare account (it's free) and move your DNS records to there. If you don't do this, then you'll have to use a www. sub domain for your website.

— Website Maintenance

1. WordPress is an iterative open source platform. It is necessary for the WordPress installs to be updated as soon as they are available. The WordPress install will have the "Automatic Update" feature installed and we will be monitoring this under the Customer Support agreement.
2. If modifications to the website need to be made after the project phases are complete, Funkhaus will provide Client with a change order that Client must sign and return before work will be initiated.
3. If there are functionality problems / bugs post website launch that relate to the initial design (not new features) Funkhaus will fix the broken functionality to the original specifications. We guarantee the site to be bug free for 12 months after launch, after which any website issues caused by browser updates outside Funkhaus' control can be fixed at a standard hourly shop rate.

— Marketing

1. Each party shall have the right to use the other party's name in its promotional materials. In addition, Funkhaus shall have the right to use the Project on its website or other marketing materials. Client agrees to credit Funkhaus in all of its promotional materials regarding the Project. Client shall also have the right, upon the completion and launch of the Project, to submit the Project to design or other competitions and will provide Funkhaus with written notice of such entry. If Client does not submit the Project to such competitions, then Funkhaus shall have the right to do so. Each party will mention or give credit to the other party in connection with any awards that might be won in connection with the Project.

— Personnel

1. The parties are and intend to be independent contractors with respect to the services contemplated hereunder. Funkhaus agrees that

neither it, its employees nor its contractors shall be considered as having an employee status with Client. No form of joint employer, joint venture, partnership, or similar relationship between the parties is intended or hereby created.

2. Funkhaus reserves the right to use sub-contractors and/or outside vendors when deemed appropriate for the project. Funkhaus is responsible for completing work to Funkhaus standard regardless of third party performance.

— Warranty / Liability

1. Funkhaus warrants that its Services will be performed in a professional and workmanlike manner in accordance with the applicable Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FUNKHAUS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF Client USAGE IN THE TRADE OR BY COURSE OF DEALING.
2. All liability arising under this Agreement, whether under theory of contract, tort (including negligence), or otherwise, shall be limited to direct damages. Neither party nor their suppliers shall have any liability to the other party or to any third party, for any incidental, punitive, indirect, special or consequential damages, including but not limited to lost profits, loss of data, cost of recreating lost data, interruption of business, or costs of procurement of substitute goods or services, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The aggregate liability of Funkhaus and its suppliers under this Agreement shall not exceed the total Fees paid by Client to Funkhaus hereunder with respect to the Statement of Work at issue. Any action by either party must be brought within one (1) year after the cause of action arose.

— Confidentiality

1. "Confidential Information" means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, or process) that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement. Confidential Information of Funkhaus includes, but is not limited to, the terms of this Agreement; Funkhaus software, as well as the structure, organization, documentation, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with such software; and Funkhaus' pricing, sales and training materials and procedures. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; (c) was previously known by the receiving party as shown by its written records; or (d) was independently developed by the receiving party as shown by its written records.
2. A receiving party agrees: (a) to hold the disclosing party's Confidential Information in strict confidence; and (b) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall use its best efforts to inform the other party prior to any such required disclosure.
3. Each party acknowledges and agrees that any violation of this Confidentiality Section or the intellectual property rights of Funkhaus may cause the disclosing party irreparable injury for which the disclosing party would have no adequate remedy at law, and that the disclosing party shall be entitled to seek preliminary and other injunctive relief against the receiving party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that disclosing party shall have at law or in equity.
4. On expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) all rights and obligations regarding Confidential Information shall survive. The provisions of this Confidentiality Section shall survive any termination of this Agreement.

— Miscellaneous

1. Client warrants that: (1) it will use the Services in a manner consistent with any and all applicable laws and regulations; (2) it owns or has sufficient rights to use and to authorize Funkhaus to use data, information, content and other materials ("Company Content") provided or made available to Funkhaus; (3) to the best of its knowledge the Company Content does not infringe the intellectual property rights of any third party; and (4) Client agrees to indemnify and hold Funkhaus harmless from any and all third party claims, damages, losses and liability, including reasonable attorneys' fees and expenses, arising from or relating to the Services and any products or services offered by means of the Services and/or any breach by Client of the terms or the Client's warranties contained in this Agreement.
2. Neither party shall be liable for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the party affected, including but not limited to severe medical conditions, death, war, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, accident, fire, explosion, flood, hurricane, severe weather, or other act of God.
3. This Agreement, including all Statements of Work and Exhibits, constitutes the entire understanding of the parties with respect to its subject matter, and supersedes all prior or contemporaneous written and oral agreements with respect to its subject matter. Except as provided expressly herein, this Agreement shall not be modified, amended, or in any way altered except by a writing executed by both

of the parties. No waiver of any provision of this Agreement, or of any rights or obligations of any party hereunder, will be effective unless in writing and signed by the party waiving compliance.

4. Headings used in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement
5. Neither party may assign this Agreement without the prior written consent of the other party; provided however that either party may assign this Agreement to the acquirer of all or substantially all of its business, so long as such acquirer agrees in writing to be bound by the terms of this Agreement and notice is provided to the other party within ten (10) days of such transfer of any new entity, address and/or contact(s).
6. This Agreement shall be interpreted, construed, and governed by the laws of the State of California without regard to conflict of law provisions. The parties agree that in any dispute arising out of this Agreement, jurisdiction and venue shall be in Los Angeles County, California.
7. If any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.