

Managing Marketing

ADA's Guidelines for Practice Success™ (GPS™)

Appendix 7: Sample Website Development Agreement

This information provided courtesy of [A Dentist's Guide to the Law: 228 Things Every Dentist Should Know](#), a publication of the American Dental Association.

This sample agreement is reproduced only as an example. It is intended only to familiarize parties considering entering into such an arrangement with certain matters that may become part of their agreement; neither inclusion of provisions such as those below, nor the below language itself, are advocated nor recommended. *This sample does not constitute legal advice and should in no circumstances be used, in whole or in part, without review by and consultation with your personal attorney.* The law varies from jurisdiction to jurisdiction and parts of this sample agreement may be invalid, incomplete or unenforceable depending upon the jurisdiction in question.

IMPORTANT: If the website developer will have access to, store, or transmit any protected health information (PHI) or electronic patient health information (ePHI), as defined by HIPAA, from the dentist, a Business Associate of the dentist, or the dentist's patients, then the dentist will require a Business Associate Agreement with the Developer that meets HIPAA requirements (see Appendix 11: Sample HIPAA Business Associate Agreement and Appendix 8: HIPAA Business Associate Checklist). For more information about HIPAA, see Chapter 15: HIPAA, State Law and PCI DSS: Patient Information, and HIPAA 20 Questions at <https://www.ada.org/en/member-center/member-benefits/legal-resources>.

Sample Website Development Agreement

THIS AGREEMENT is made this [Date] by and between [Name of Developer], a [Type of Organization] with offices at [Address] (the "Developer"), and [Name of Company], a [Type of Organization] with offices at [Address] (the "Company").

WITNESSETH:

WHEREAS, Company desires to engage Developer to develop, create, test, and deliver a Website to be known as ["Name of Site"] as a work made for hire and to house the Website on Developer's Web Server and make the Website available on the Internet;

and

WHEREAS, Developer is interested in undertaking such work; and

WHEREAS, Company and Developer mutually desire to set forth the terms applicable to such work;

NOW, THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, Company and Developer, intending to be legally bound, hereby agree as follows:

1. TERM AND TERMINATION

- A. Term of Agreement. This Agreement shall be effective as of the Effective Date and shall remain in force for a period of _____ (xx) years, unless otherwise terminated as provided herein.

- B. Termination of Work. Company may, at its sole option, require Developer to terminate any or all work outstanding, or any portion thereof, immediately upon written notice. Upon receipt of notice of such termination, Developer shall inform Company of the extent to which performance has been completed through such date and collect and deliver to Company whatever work product and deliverables then exist in a manner prescribed by Company. Developer shall be paid for all work performed through the date of receipt of notice of termination as specified herein, and Company obligations toward Developer hereunder shall cease. Developer may not terminate any work under this Agreement without the prior written consent of Company.
- C. Survival. In the event of any termination or expiration of this Agreement, any obligations and responsibilities of Developer that given its purpose, interpretation or context, logically should survive the expiration or termination of this Agreement (e.g., any warranties that are not expressly time limited), should survive, shall so survive, and shall continue in effect and inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns. The termination of any provision of this Agreement shall not excuse a prior breach of that provision.
- D. Termination for Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party in the event of a breach of a material provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach.

2. DEVELOPER'S RESPONSIBILITIES

- A. Scope of Work. Company hereby retains the services of Developer to design, develop, and host a Website (the "Website") for Company in accordance with the proposal submitted by Developer to Company dated [Date] (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference.
- B. Schedule. The "Schedule" for the development of the Website is attached hereto as Exhibit B, the terms of which are expressly incorporated by reference. Time is of the essence with respect to the performance of the work to be provided hereunder. The parties agree that the Schedule has been represented and warranted by the Developer based upon the work in this Agreement proceeding from start to finish without any substantial interruptions, delays or changes in the work which are caused by or attributable to Company.
- C. Changes. Changes to this Agreement or to any of the specifications of the Website as noted in the Proposal shall become effective only when a written change request is executed by the President/Manager/Owner of Company and Developer. Developer agrees to notify Company promptly of any factor, occurrence, or event coming to its attention that may affect Developer's ability to meet the requirements of this Agreement, or that is likely to occasion any material delay in the Schedule.

3. WEBSITE DESIGN

- A. Design. The design of the Website shall be in substantial conformity with the Proposal and other material provided to Developer by Company or by the Company to the Developer which is attached hereto as Exhibits [insert Exhibit numbers] and expressly incorporated herein by reference. Developer shall develop the Website to project the highest professional image. Developer shall not include any of the following in the Website or in Company's directory on Developer's Web Server: text, graphics, sound, or animations that might be viewed as offensive or related in any

way to sex or any illegal activities; links to other Websites that might be viewed as offensive or related in any way to sex or any illegal activities; impressionistic or cartoon-like graphics (unless provided or approved in advance by Company); destructive invisible text, or any other type of hidden text, metatags, hidden information, hidden graphics, or other hidden materials when intended for unauthorized uses or not compatible with search engine optimization; or destructive elements or destructive programming of any type.

- B. **Materials Provided by Company.** All materials to be supplied by Company may be provided via transportable or removable media (e.g., flashdrive) or via File Transfer Protocol (FTP). Files will be provided in HTML format, standard word processing text format or, if images, as TIFFs, GIFs, JPEGs or Photoshop files.
- C. **Specifications for Home Page.** Company's Website will consist of a Home Page (the "first" page for the Website) that can be reached by typing one of the following Uniform Resource Locators (URLs) into a Web browser: [insert URLs]. Developer will use its best efforts to register the "Company.COM" domain name for the benefit of Company (or such other name as may be registrable and acceptable to Company) and will assign all rights thereto to Company. Company agrees to pay all registration fees associated with such registration. If Company already has a domain name, Developer will coordinate redirecting the address to the new host. Should Company desire a specific domain name, which is already owned by another party, negotiations for said domain name may only be undertaken by Company.
- D. **Accessibility of Website During Construction.** Throughout the construction of the prototype and the final Website, the Developer shall make the Website available to Company on a password protected server for Company's review and acceptance. Until Company has approved the final Website, none of the Web Pages for Company's Website will be released to the public.
- E. **Project Planning Meetings.** After both parties have signed this Agreement, the parties shall meet at Company or a mutually convenient location and at a mutually convenient date and time to discuss project planning. The parties shall endeavor to hold this meeting within one week after both parties have signed this Agreement.
- F. **Search Engine Optimization.** Developer will utilize search optimization techniques to maximize viewing of the Website according to commonly accepted practices and in accordance with the Webmaster guidelines of standard search engines, including but not limited to Google, Bing, Yahoo and MSN.
- G. **Delivery of Deliverables.** Upon Company's approval of its final Website, or upon termination of this Agreement, whichever occurs earlier, Developer shall deliver to Company all code, documentation, reports, and other materials developed by Developer in the course of its performance under this Agreement and any other items reasonably necessary for the operation of Company's Website (other than third party operating system software, third party networking software, Web browsers, and hardware) and all changes and enhancements thereto (the "Deliverables").

Documentation shall be delivered in printed format and in electronic format. Code shall be delivered in electronic format. The transfer of electronic materials shall be accomplished by copying them to removable storage (such as flash drives) or via FTP. Files will be provided in HTML format, standard word processing text format or, if images, as TIFFs, GIFs, JPEGs or Photoshop files. Developer shall maintain its back-ups and one set of the final materials provided to Company for a period of six months after Company's approval of its final Website. If this Agreement is terminated prior to final approval, or at the expiration of this six month period, Developer will destroy all of its copies of the Website (including all back-ups thereof) and "wipe"

all files constituting final or working copies of the Website (other than the final copy hosted on Developer's Web Server and one back-up copy thereof) from Developer's computers and back-up materials unless otherwise directed in writing by Company.

- H. Advertising/Transaction Fees. Developer agrees to assist Company in the sale of any advertising or database searches or other programs to generate revenues from the use of the Website by third parties. In this regard, Developer will provide assistance in developing such programs for Company. In such event, the parties agree to enter into good faith negotiations to reasonably compensate Developer for such services.

4. WEBSITE HOSTING

- A. Server Hosting. Developer agrees, at Company's option, to maintain the website on Developer's Web Server on a month-to-month basis, and to make maintenance modifications to the website from time to time in accordance with Company's directions. Such modifications shall be implemented within five (5) business days of Developer's receipt of Company's changes if the changes are easily implemented, and within ten (10) business days of Developer's receipt of Company's changes if the changes are not easily implemented. As part of this service, Developer agrees to make Company's website available to Internet users approximately 24 hours per day, to back-up the website at least once every two weeks, and to store said back-up materials in a safe and secure environment, fit for the back-up media, and not located at the same location as Developer's Web Server. Also as part of this service, Developer agrees to use its best efforts to ensure reasonable response times for users accessing the Website. Developer agrees to maintain the Website on a secure server with firewall protection in accordance with industry standards.
- B. Back-Up Copies. Upon notice from Company not more often than once each month, and also in the event of Company's termination of its use of Developer's Web Server as the host for the Website, Developer agrees to transfer a complete copy of Company's then-current Website, including all Code therefore, to Company, said transfer to occur by either copying them to removable storage (such as flash drives) or via FTP. Files will be provided in HTML format, standard word processing Text format or, if images, as TIFFs, GIFs, JPEGs or Photoshop files. The transfer method will be selected by Company in its discretion no later than 24 hours before the time the transfer is to take place. In the event such transfer results from Company's termination of its use of Developer's Web Server as the host for the Website, Developer shall maintain one complete electronic version of the Website, including all Code therefore (and shall "wipe" all other versions thereof off of its computers and media, including back-up copies), until Company informs Developer in writing that the transferred files appear to be complete, at which time Developer shall "wipe" its final copy of the Website off of its computers and media.
- C. Transaction Logging. During the time that the Website is located on Developer's Web Server, Developer will make available on a monthly basis and free of charge an analysis of Website traffic, including source IP address, most commonly viewed pages and any other such data reasonably requested by Company. Developer shall set aside a portion of its server, such portion only accessible by designated Company staff or members, in which such analysis resides. The analysis may be viewed or printed out by Company at its option.

5. COMPENSATION

- A. Price for Website Creation. The total price for all of the work set forth in the Agreement (excluding the Server Hosting and excluding post-approval modifications not part of the work to be supplied pursuant to the Proposal, or to this agreement as originally agreed by Company) shall be [____] Dollars (\$[____]) (the "Development

Fee”). This price covers all work of whatever nature on the Website contemplated in this Agreement (excluding Server Hosting, maintenance and post-approval modifications not implemented by Company). When both parties have signed this Agreement, Company will forward to Developer an initial deposit in the amount of [_____] Dollars (\$[_____] (the “Initial Deposit”). Company will pay the balance due to Developer in the amount of [_____] Dollars (\$[_____] (the “Balance Due”) when the Website has been tested by the Company and is operational in a form reasonably acceptable to Company.

- B. Price for Website Hosting. The price for the Server Hosting shall be [_____] Dollars (\$[_____] per month (the “Hosting Fee”). Charges for post-approval modifications to the Website or changes or additions to the material on the Website (including the database) shall be free if submitted to Developer by Company as “ready to implement” HTML pages. The cost of Server Hosting shall not increase for a period of one year from the date of Company’s acceptance of its final Website. The Hosting Fee shall commence on the date the final Website is fully operational and accepted by Company and future Hosting Fees shall be due and payable on subsequent monthly anniversary dates of such operational date.
- C. Invoicing. Subject to A. and B. of this subsection 5., Developer shall invoice Company on a monthly basis for the amount of work done during the applicable month. All payments are due thirty (30) days after receipt of an undisputed properly payable invoice. If there is a dispute with regard to whether work was actually completed or whether an invoice is properly payable, the amount of the invoice in dispute shall not be due until the dispute is resolved.
- D. Expenses. The prices set forth above are inclusive of expenses. Except as expressly agreed otherwise in writing by Company, Developer shall bear all of its own expenses arising from its performance of its obligations under this Agreement, including without limitation expenses for facilities, work spaces, utilities, management, clerical and reproduction services, supplies, and the like. Company shall have no obligation to provide office space, work facilities, equipment, clerical services, programming services, or the like.
- E. Links. Developer may, with the prior express written approval of Company, provide a link on the Website to a Marketplace area designated by Developer and acceptable to Company. The purpose of the Marketplace area is to sell products or generate other online transactions.

6. CONFIDENTIALITY

- A. Confidential Information. “Confidential Information” means any confidential technical data, trade secret, know-how or other confidential information disclosed by either party hereunder in writing, orally, or by drawing or other form and which shall be marked by the disclosing party as “Confidential” or “Proprietary.” If such information is disclosed orally, or through demonstration, in order to be deemed Confidential Information, it must be specifically designated as being of a confidential nature at the time of disclosure and reduced in writing and delivered to the receiving party within [_____] ([_____] days of such disclosure.
- B. Exclusions. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving party at the time of disclosure or becomes known to the receiving party without breach of this Agreement; (ii) is or becomes publicly known through no wrongful act of the receiving party or any subsidiary of the receiving party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving party or any

of its subsidiaries; (v) is furnished to any third party by the disclosing party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the disclosing party; (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

- C. Nondisclosure. Developer agrees that it will not disclose any Confidential Information to any third party and will not use the Company's Confidential Information for any purpose other than for the performance of the rights and obligations hereunder without the prior written consent of the Company, which may be withheld for any reason or for no reason. Developer further agrees that Confidential Information shall remain the sole property of the Company and that it will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by its employees. No license shall be granted by the Company to Developer with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein.
 - D. No Confidential Information of Developer. It is understood and agreed that Company does not wish to receive from Developer any confidential information of Developer or of any third party. Developer represents and warrants that any information provided to Company in the course of entering into this Agreement or performing any work hereunder shall not be confidential or proprietary to Developer.
 - E. Sanctioned Public Disclosure. After Company has approved its final Website, Developer may list Company as a client of Developer and may include a link to the Website on Developer's Website. Developer may not issue any press release that refers to Developer's work for Company without Company's prior written approval, which may be withheld for any reason or for no reason at all.
 - F. Return of Confidential Information. Upon the request of the Company, Developer will promptly return all Confidential information furnished hereunder and all copies thereof.
 - G. Remedy for Breach of Confidentiality. If Developer breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential information hereunder, the Company shall be entitled to equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages notwithstanding anything to the contrary contained herein.
7. OWNERSHIP AND RIGHTS

- A. Ownership of Work Product by Company. Except as set forth below, all elements of all Deliverables shall be exclusively owned by Company and shall be considered as "Works Made for Hire," (as such are defined under the U.S. copyright laws) by Developer for Company. Except as set forth below, Company shall exclusively own all United States and international copyrights and all other intellectual property rights in the Deliverables. It is understood and agreed that additional materials added to the Website in the future by Developer will belong exclusively to Company unless the parties otherwise mutually agree in writing.
- B. Vesting of Rights. With the sole exception of any Preexisting Works identified in Section 7(C) below, Developer agrees to assign, and upon creation of each element of each Deliverable automatically assigns, to Company, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ownership of all United States and international copyrights and all other intellectual property rights in each element of each Deliverable. This assignment is undertaken in part as a contingency against the possibility that any

such element, by operation of law, may not be considered a work made for hire by Developer for Company. From time to time, upon Company's request, Developer or its personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as Company may request. Company and its successors and assigns shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for the Deliverables and any portion(s) thereof.

- C. **Preexisting Works.** In the event that any portion of any Deliverable (including the entirety thereof) constitutes a preexisting work for which Developer cannot grant to Company the rights set forth in paragraphs 7(A) and 7(B) above, Developer shall specify below: (1) the nature of such preexisting work; (2) its owner; (3) any restrictions or royalty terms applicable to Developer's or Company's use of such preexisting work or Company's exploitation of the Deliverable as a Derivative Work thereof; and (4) the source of Developer's authority to employ the preexisting work in the preparation of the Deliverable:

[Insert listing of Preexisting works here]

The works set forth above will be referred to as "Preexisting Works." The only preexisting works that may be used in the construction of any Deliverable are the Preexisting Works specified above and any Preexisting Works that may be approved in writing by Company prior to their use.

- D. **Indemnification/No Infringement.** In performing services under this Agreement, Developer agrees not to design, develop, or provide to Company any items that infringe one or more patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy, or other rights of any person or entity. If Developer becomes aware of any such possible infringement in the course of performing any work hereunder, Developer shall immediately so notify Company in writing. Developer agrees to indemnify, defend, and hold Company, its officers, directors, members, employees, representatives, agents, and the like harmless for any such alleged or actual infringement and for any liability, debt, or other obligation arising out of or as a result of or relating to (a) the Agreement, (b) the performance of the Agreement, or (c) the Deliverables. This indemnification shall include reasonable attorney fees and expenses.

8. AGREEMENTS WITH EMPLOYEES

No individuals or entities other than Developer and Developer's employees and independent contractors shall undertake any work in connection with this Agreement. Developer shall obtain and maintain in effect written agreements with each of its employees who participate in any of Developer's work hereunder. Such agreements shall contain terms sufficient for Developer to comply with all provisions of the Agreement and to support all grants and assignments of rights and ownership hereunder. Such agreements also shall impose an obligation of confidentiality on such employees with respect to Company's confidential information. It shall be sufficient compliance with this provision of the Agreement if each such employee reads this Agreement and indicates his or her consent to abide by its terms by signing and dating this Agreement or by initialing and dating this paragraph of this Agreement. Nothing contained herein shall limit Developer's ability or right to use independent contractors provided that such independent contractors agree to be bound by the terms of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

Developer makes the following representations and warranties for the benefit of Company:

- A. **No Conflict.** Developer represents and warrants that it is under no obligation or restriction that would in any way interfere or conflict with the work to be performed by Developer under this Agreement. Company understands that Developer is currently working on one or more similar projects for other clients. Provided that those projects do not interfere or conflict with Developer's obligations under this Agreement, those projects shall not constitute a violation of this provision of the Agreement.
- B. **Ownership Rights.** Developer represents and warrants that (1) it is and will be the sole author of all works employed by Developer in preparing any and all Deliverables other than Preexisting Works; (2) it has and will have full and sufficient right to assign or grant the rights or licenses granted in the Deliverables pursuant to this Agreement; (3) all Deliverables other than Preexisting Works have not been and will not be published under circumstances that would cause a loss of copyright therein; and (4) all Deliverables, including all Preexisting Works, do not and will not infringe any patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy, or similar rights of any person or entity, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against Developer or, insofar as Developer is aware, against any entity from which Developer has obtained such rights.
- C. **Conformity, Performance, and Compliance.** Developer represents and warrants that (1) all Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill; (2) all Deliverables will function under standard HTML conventions; (3) all Deliverables will conform to the specifications and functions set forth in this Agreement; and (4) Developer will perform all work called for by this Agreement in compliance with applicable laws. Developer will repair any Deliverable that does not meet this warranty within a reasonable period of time if the defect does not affect the usability of Company's Website, and otherwise will repair the defect within 24 hours, said repairs to be free of charge to Company. This warranty shall extend for the life of this Agreement. This warranty does not cover links that change over time, pages that become obsolete over time, content that becomes outdated over time, or other changes that do not result from any error on the part of Developer.
- D. **Accessibility.** Designer represents and warrants that all Deliverables will be in conformity with all applicable regulatory requirements, including but not limited to conformance with applicable provisions of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines ("WCAG") 2.0 Level AA.

10. FORCE MAJEURE

Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

11. RELATIONSHIP OF PARTIES

- A. **Independent Contractor.** Developer, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Developer shall be solely responsible for and shall hold Company harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and worker's compensation.

- B. No Agency. Company does not undertake by this Agreement or otherwise to perform any obligation of Developer, whether by regulation or contract. In no way is Developer to be construed as the agent or to be acting as the agent of Company in any respect, any other provisions of this Agreement notwithstanding.

12. NOTICE AND PAYMENT

- A. Notice. Any notice or other communication given by either Party in connection with this Agreement shall be in writing to the addresses at the beginning of this Agreement and sent via first class mail (postage prepaid) or overnight courier or fax (with a hardcopy sent via one of the prior two mailing methods).
- B. Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of paragraph 12(A).

13. JURISDICTION/DISPUTES

This Agreement shall be governed in accordance with the laws of the State of [State]. All disputes under this Agreement shall be resolved by litigation in the courts of the State of [State] including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

14. AGREEMENT BINDING ON SUCCESSORS

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

15. ASSIGNABILITY

Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld.

16. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

17. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

18. ENTIRE AGREEMENT; COUNTERPARTS; FAX

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties acknowledge and agree that faxed, emailed, or electronic signatures shall act as original signatures that bind each faxing, emailing, or electronically signing signatory to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his or her hand and seal the day indicated.

[Company]

[Developer]

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

EXHIBIT A

[Note: Attach proposal from the Developer here.]

EXHIBIT B: SCHEDULE FOR DEVELOPMENT OF COMPANY WEBSITE

Task	Date
Initial files transmitted to Developer	As soon as possible
URL registration complete	3 days* after execution of Agreement
URL assigned	As soon as possible after URL Registration
Initial meeting with Company staff to discuss initial design of Website	3 days from receipt of design fee and execution of Agreement
Creation of initial design and posting on private area on Developer server and Passwords and User IDs created by Developer	5 days from initial meeting with Company staff
Review and approval of initial design by Company	5 days from posting of initial design**
Posting of Beta Test Site for Website	2 days from approval by Company
Posting of final Website	5 days from approval by Company of Beta Test Site

* All references to "days" shall mean "business days"

** Any changes requested by Company shall be implemented within 5 days or less by Developer

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