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Houston, Texas  
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Prepared For  
Chris Badgett  
LifterLMS

Proposal Date  
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Proposal Number  
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## About 101Videos

We're thrilled by the possibility of partnering with LifterLMS to create a promotional video that will provide first-time visitors to your website with a solid introduction to LifterLMS, what it is, what makes it unique, and why it's the best solution for their goals.

### **First, a little background...**

In September of 2008, our Founder, Shawn Hesketh, created the original 'WordPress 101' video tutorial series—originally envisioned as a resource for his own clients.

In the decade since, [WP101.com](http://WP101.com) has become one of the most popular WordPress tutorial sites in the world, and the WordPress 101 videos have helped more than two million beginners learn how to use WordPress to create and manage their own website.

Today—in addition to our flagship 'WordPress 101' video series—we also maintain a growing library of video tutorials and courses for WooCommerce, Jetpack, Yoast SEO, Ninja Forms, and many other popular plugins.

Over the years, we've been fortunate partner with some of the most notable companies in the WordPress industry, including Automattic, GoDaddy, Liquid Web, Pressable, Namecheap, Media Temple, Crowd Favorite, and many more.

### **So, what sets our videos apart from the rest?**

As you watch most screencast tutorials, you'll quickly realize that the person recording them is just clicking through every screen and checkbox, hoping to impress you with their expertise. That's because they're not teachers. They're not educators. They're just expert users of the software.

*We have a different approach.*

Every video tutorial we create is meticulously scripted with the novice in mind, then professionally produced with a fanatical attention to detail. No 'uhs' or 'ums.' No tech jargon. Just succinct, easy-to-follow steps that ensure the best learning experience possible. As a result, 101Videos have a completely different feel... *one that we think you'll appreciate.*

help first-time visitors fall in love with LifterLMS.

## Overview

The purpose of this project is to create a compelling introductory video that will communicate what LifterLMS is, what makes it unique, and why it's the best solution for creating their online course.

### **This video should:**

1. Introduce first-time visitors to LifterLMS,
2. Clearly articulate the problem LifterLMS addresses,
3. Provide a brief overview of the key features and benefits of using LifterLMS to create a flexible learning platform that they own and control,
4. Encourage course creators to sign up for a free, 30-day demo site, and
5. Weigh in at about 1:30 in length, suitable for use on the LifterLMS homepage.

**STEP ONE: Set up a fully functional local demo environment.** We always work from a local installation to ensure there are no unsightly delays during recording due to Internet speed or server ‘hiccups’. If required, please provide any necessary license key(s) as well as the most current version of the plugin or theme in question.

**STEP TWO: Collaborate to write a detailed script for your video,** based on the key talking points you provide to us. When finished, we’ll have an exact, word-for-word script for the voiceover/narration, plus a detailed description of what’s happening onscreen at each moment. This will help you visualize your video before it is created. Of course, you’ll have the option to review the script and if necessary, request up to two rounds of revisions. (View a sample script.)

**STEP THREE: Record a professional voiceover.** We record the narration for your video in our professional, in-house studio. Our voiceover artist, Shawn Hesketh, has recorded vocals for music and screencasts for more than 25 years. His voice is best described as “General North American Male.” If required, we can also recruit and hire outside voiceover talent for your project.

**STEP FOUR: Screen recording.** Next, we’ll record visuals and onscreen actions to match the narration in both timing and content. We record onscreen actions in Chrome, using full-screen mode at 2560×1440 pixels (1440p HD resolution). We use the SmoothScroll plugin and precise techniques to ensure onscreen actions and scrolling are smooth, and never jarring for the viewer.

**STEP FIVE: Create a simple intro and outro.** If you already have a video bumper or pre-roll, we’ll add it to the beginning and end of the video(s) at this step. If you don’t already have one, we can create a simple animation of your logo along with any other required text.

**STEP SIX: Add music.** If you’ve already licensed royalty-free music, we’ll add it to the beginning and end of the videos at this point. If you do not already have music for use in video, we’ll find and license royalty free music that is appropriate for your video and audience.

**STEP SEVEN: Edit and export the final video(s).** Time to put all the pieces together! At this stage, we’ll edit the final video(s), adding the voiceover, screen actions, intro/outro, and music. Finally, we’ll export and furnish your video file(s) to you in 1440p (2560×1440 pixels) HD-quality MP4 format for your review.

**STEP EIGHT: Revisions.** If necessary, we can make minor revisions at this stage. But significant changes to the script, voiceover, or screen actions at this stage will incur additional charges at our regular hourly rate of \$250/hr.

The estimated time frames below reflect average time to complete similar work on other projects like yours, and may be affected by factors such as delivery of client-furnished materials, revisions, etc.

1. Approval of this Proposal, including the Terms & Conditions: TBD\*
2. Receipt of deposit: TBD\*
3. Set up local demo site, create intro/outro, and license music: +3-5 business days
4. Script completed and submitted for client review: +3-5 business days
5. Final video complete and furnished for client approval: +5-7 business days
6. Client-requested revisions: +1-2 business days

\*The start date is contingent upon receipt of the deposit payment. Once the deposit payment is received, we will confirm the start date based on current availability and the project's timeline.

## Pricing

Description	Rate	Qty	Line Total
<b>Create Local Demo Site</b> Create local demo site for use in screen recording.	\$250.00	1	\$250.00
<b>Create Intro/Outro</b> Create simple animated intro/outro for the beginning and end of video.	\$250.00	1	\$250.00
<b>License Royalty-Free Music</b> Find and license appropriate royalty-free music for use in videos.	\$250.00	1	\$250.00
<b>Scriptwriting</b> Create detailed scripts for video(s).	\$500.00	1	\$500.00
<b>Voiceover</b> Record, edit, and master narration for use in video(s).	\$250.00	1	\$250.00
<b>Screen Recording</b> Record screen actions for use in project. (2560×1440 pixels final size.)	\$500.00	1	\$500.00
<b>Video Editing</b> Assemble and edit intro, V/O, visuals, screen recordings, and music.	\$500.00	1	\$500.00
<b>Export Final Video(s) for Client Review</b> Export and upload the final video file(s) for client review.	\$0.00	1	\$0.00
<b>Client-Requested Revisions</b> No charge for minor edits requiring 30 mins or less. Extensive revisions at this stage, involving rework or changes to the script, voiceover, or re-recording screen actions will incur additional charges at our hourly rate of \$250/hr.	\$0.00	1	\$0.00

Tax 0.00

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Proposal Total (USD) \$2,500.00

## Notes

### 1. SPECIFICATIONS

Unless otherwise agreed, the following constitutes the specification for video(s) created by 101Videos:

- **Screencast Video** – A screencast style video comprised of recorded website screen actions and static screenshots. Basic transitions and effects may be applied (e.g. cross dissolve and positional movement). Text titles and supplied graphics may also be used. This package does not include the creation of any animation or custom graphics. Additional charges apply for stock imagery or purchased elements to be used in the video.
- **Script Writing** - A script will be written based on your brief and any additional research 101Videos completes. 101Videos will make unlimited amendments until you are happy with the script. Once your sign-off is provided on the script any further amendments may be chargeable.
- **Voiceover** – A professional-quality voiceover will be recorded from the exact text read from the copy of the script signed off by the buyer. Any additional recordings may incur an extra charge.
- **Music** – Royalty-free music will be provided to conform with your brief and the video style. Music may be initially provided in a watermarked form, for buyer review and approval. Once a buyer has approved of the music selection, a final version will be provided at full quality and without the audio watermark. The music may not be used for any purpose other than the video in which it is included. Changes to the music following sign-off of the video will incur an additional charge.

### 2. PRICING

- The maximum cost for the initial project, excluding sales tax (if applicable) is estimated above.
- All costs are estimates only, based on initial Buyer RFP or consultation. Any alterations requested by the Buyer or other deviations from the Price Quote Estimate may result in price changes.
- Buyer's approval shall be obtained for any increases in fees or expenses exceeding this estimate.
- All expenses incurred to complete this project shall be the responsibility of the Buyer.
- Payment for this project will be made according to the following schedule: *50% deposit due before work begins. Balance due upon delivery of videos and receipt of final invoice. Complete payment for all invoices are due immediately upon receipt of invoice. Grant of copyright is conditioned on receipt of full payment.*

### 3. AUTHORSHIP

101Videos retains the right to claim authorship of the videos for the purpose of securing future work.

### 4. COPYRIGHT

101Videos is not responsible for images, content, or graphics provided by or specifically requested by the Buyer.

### 5. UPDATES

No provision is made in this proposal for updates to the video(s). Future updates to the video(s) will be treated as standalone projects, invoiced separately at the rates specified and agreed upon at the time of the request.

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rate of \$200/hr. in 15 min increments.

These Terms and Conditions shall apply to the purchase of and payment for the goods detailed in the order brief (“Goods”) by you (“Buyer”) from 101Videos, LLC, a Delaware Limited Liability Company with offices at 9707 Shadowglade Ct, Houston, Texas 77064 (“101Videos”). No other terms and conditions shall apply to the sale of the Goods unless agreed upon in writing between the Buyer and Seller.

In consideration of the mutual agreements and promises herein, the receipt and sufficiency of which is hereby acknowledged, 101Videos and the Buyer agree as follows:

1. **Custom Videos.** 101Videos shall develop custom videos as described herein (the “Custom Videos”). Buyer shall be deemed to have accepted each Custom Video if it has not objected to the Custom Video or otherwise rejected the Custom Video within five (5) business days of delivery of such Custom Video. Delivery of Custom Video shall be deemed complete on the date whereon 101Videos posts the hyperlink to Buyer via email, by which the video file may be downloaded electronically, via a mutually agreed-upon cloud storage service. The format of the video file will be: H.264 MP4 at 2560×1440 pixels (1440p HD)
2. **Ownership.** Buyer shall own all right, title, and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to the Custom Videos.
3. **Price.** The price (“Price”) of the Custom Videos shall be that detailed in this price estimate, accepted by the Buyer. The Price is inclusive of fees for digital delivery. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
4. **Basis of Sale.**
  1. The quotation constitutes written acceptance and confirmation by the Seller of the Buyer’s order for the Custom Videos.
  2. The quotation is a contractual offer to sell the Custom Videos which the Buyer has accepted. The Seller and the Buyer have entered into a contract for the sale of the Custom Videos.
5. **Payment.**
  1. The Buyer shall pay the Price stated on the price estimate page according to the following schedule: A 50% deposit will be paid before work begins. The balance, including any additional charges for client-requested revisions over and above those included in the price quote estimate above will be due immediately upon delivery of the Custom Videos and receipt of final invoice.
  2. Grant of copyright is conditioned on receipt of full payment.
  3. If the Buyer fails to make payment within the period in sub-clause 5.1, the Seller shall suspend any further deliveries to the Buyer and charge the Buyer additional late fees of 10% per month on the amount outstanding until payment is received in full.
  4. Time for payment is of the essence of the Contract between the Seller and the Buyer.
  5. All payments must be made in U.S. Dollars unless otherwise agreed in writing between the Seller and the Buyer.
6. **Delivery.** The Seller will deliver the Custom Videos to the buyer within the timescale agreed in the Timeframe section above.
7. **Inspection of Goods.**
  1. The Buyer is under a duty to inspect the Custom Videos on delivery.
  2. If the Buyer identifies any errors or shortages it must inform the Seller in writing within 1 week of delivery, providing details of the alleged error or shortage. The Seller shall not be liable if the Buyer fails to provide such notice.
  3. Subject to the Buyer’s compliance with this clause and the Seller’s agreement with any alleged damage or shortages, the Seller shall make good any and all errors and shortages within a reasonable time, within the original project brief.
  4. The Seller shall be under no liability for and shall not indemnify the Buyer against any matters arising from errors or shortages.

defective. The replacement will be a working copy of the same goods that were originally provided to the Buyer.

3. If a refund is provided to the Buyer then the Buyer agrees not to use the Custom Videos in any form.

#### 9. **Modifications and Updates.**

1. **Modification.** Buyer may crop, distort, manipulate, reconfigure, mimic, animate, create derivative works from, extract portions, or otherwise alter the Custom Videos without first obtaining specific written permission from 101Videos.
2. **Updates.** No provision is made under this agreement for updates to the Custom Videos.
3. Seller will be granted first right of refusal to perform the work for future updates. Updates to the videos will be treated as separate standalone projects, invoiced separately at the same rate outlined herein, unless both parties agree upon a new purchase price.

#### 10. **Term and Termination.**

1. **Term.** This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.
2. **Termination.** This Agreement may be terminated for convenience at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or for cause if any party:
  1. becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or
  2. breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.
3. In the event of termination, 101Videos shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by 101Videos or 101Videos' agents as of the date of termination, whichever is greater; and Buyer shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation. In the event of termination for convenience by Buyer, Buyer shall pay in addition to the above an early termination fee equal to 25% of the total project fee, Schedule A shall not be effective, and Buyer shall not have rights to use Deliverables except upon written consent from 101Videos provided after such termination.
4. In the event of termination for convenience by 101Videos or for cause by Buyer, and upon full payment of compensation as provided herein, 101Videos grants to Buyer such right and title as provided for in Section 2 of this Agreement with respect to those Deliverables provided to, and accepted by Buyer as of the date of termination.
5. Upon 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) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

#### 11. **Indemnification.**

1. **Buyer Indemnification.** Buyer will indemnify, defend and hold harmless 101Videos, and its officers, directors, employees, representatives and agents, from and against any and all actions, causes of actions, claims, demands, liabilities, losses, judgments, damages or expenses (collectively, "Claim" or "Claims") which 101Videos may at any time incur, sustain or become subject to by reason of any Claim brought by a third party and (a) arising out of the Buyer's breach of any provision, warranty or representation in this Agreement; (b) arising out of Buyer's willful acts or omissions, negligence, or other similar wrongdoing; or (c) arising from Buyer's failure to comply with any law or regulation.
2. **101Videos Indemnification.** 101Videos will indemnify, defend and hold harmless Buyer, and its officers, directors, employees, representatives and agents, from and against any and all Claims which Buyer may at any time incur, sustain or become subject to by reason of any Claim

copyright, trademark, trade secret or other third party intellectual property right based on use of the Plugin, Videos and/or Custom Videos (as permitted in this Agreement) or any material contributed by 101Videos to the Buyer.

12. **Waiver of Consequential Damages and Limitation of Liability.** EXCEPT FOR A BREACH OF SECTION 6, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE EVENT OF AN INTENTIONAL MISREPRESENTATION OR IN CONNECTION WITH SECTION 7.2(d), EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID UNDER THIS AGREEMENT, AND NEITHER PARTY SHALL HAVE A CAUSE OF ACTION AGAINST THE OTHER FOR ANY ALLEGED BREACH OF THIS AGREEMENT OR FOR ENFORCEMENT OF ANY PROVISION HEREIN. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT, IN THE ABSENCE OF SUCH LIMITATION, THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.
13. **Representation and Warranties.** Each party to this Agreement represents and warrants to the other party that: (a) such party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (b) such party has, or shall license or acquire, all rights necessary to perform its obligations hereunder, and (c) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound.
14. **Disclaimer of Warranties.** THE VIDEOS ARE PROVIDED ON AN "AS IS" BASIS AND, EXCEPT AS OTHERWISE SET FORTH HEREIN, 101VIDEOS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
15. **Dispute Resolution.** In the event of any dispute or disagreement between the parties arising from or relating to the Agreement, each party will appoint a designated representative to attempt to resolve such dispute or disagreement. The designated representatives will meet, discuss the problem and make a good faith effort to resolve the dispute without any formal proceedings. The specific format of such meetings and discussion shall be left to the discretion of the designated representatives. No litigation for the resolution of any such dispute may be commenced until the designated representatives have met and either party has concluded in good faith that amicable resolution through continued negotiation is not likely to occur; provided, however, that if a party fails or refuses to appoint a designated representative or make a designated representative available for a meeting of such representatives within sixty (60) days after receiving a written request for a meeting from the other party, then such other party may take action to commence formal litigation proceedings.
16. **Attorneys' Fees.** The prevailing party in any dispute hereunder shall be entitled to recover from the other party its costs, expenses and reasonable attorneys' fees (including any fees for expert witnesses, paralegals or other legal service providers).
17. **Entire Agreement.** This is the entire agreement between the parties with regard to the subject matter herein, and supersedes all prior or contemporaneous understandings between the parties. This Agreement may only be amended by a writing executed by both parties. The headings and/or titles of the sections herein are solely for convenience of reference and are not part of this Agreement, nor are they intended to create defined terms unless so otherwise indicated.
18. **Successors and Assigns.** Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign this Agreement without such consent in connection with any corporate reorganization, merger, consolidation, any sale of all or substantially all of such party's assets or any other transaction in which more than fifty percent (50%) of such party's voting securities are transferred, subject to all of the terms of this Agreement, provided

sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or forty-eight (48) hours after being deposited in the regular mail as certified registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth in the Agreement.

20. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.
21. **No Partnership Implied.** The parties shall perform all of their duties under this Agreement as independent contractors. This Agreement shall not be construed as creating or constituting a partnership, joint venture or agency relationship between the parties, and neither party has the authority to legally bind the other.

A handwritten signature in black ink, appearing to read "Chris Badgett", with a long horizontal line extending to the right from the end of the signature.

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Chris Badgett, LifterLMS