

Web-JIVE, LLC — Web Design, Domain Registration, and Hosting Agreement

1. **AGREEMENT.** In this Agreement for Service ("Agreement") "you" and "your" and "client" refer to each customer, "we", us" and "our" refer to Web-JIVE, LLC and "services" and alternate brands "Web-JIVE", "Hi5 Websites", "One Low Price Web", refers to the web design, development, domain name registration, and web hosting provided by us. This Agreement explains our obligations to you, and explains your obligations to us for various services.
2. **SELECTION OF A DOMAIN NAME.** Your selection of a domain name indicates that, to your knowledge, no third party's rights are being infringed, and that you are not intending any unlawful purpose.
3. **SERVICES PROVIDED.** We agree to provide the following services: 1) We can register a domain name chosen by you for a period of one year or more. We will use a Registration Service Provider, chosen by us, to carry out this function. 2) We will design a web site according to the Web-JIVE LLC specifications. 3) We may provide hosting services for a period of one year. 4) You will have the choice of having an e-mail address(s) or e-mail forwarding, utilizing your domain name as part of the address. 5) Web hosting and domain name registration can be continued at your request past the minimal hosting term of one year (12 months) for an additional charge.
4. **FEES.** When purchasing a services from us, you agree to pay the fees due at the time this agreement is executed. Web-JIVE LLC will invoice according to the schedule and payment is due upon receipt of invoice. In the case of credit card payments Web-JIVE LLC will automatically charge clients credit card on file all fees associated with the account on the due date. Web-JIVE LLC may, at its option, charge a 10% fee for late payments. If paying by check, make checks payable to Web-JIVE, 3705 Doral Dr., Little Rock, AR 72212.
5. **ADDITIONAL SERVICES.** We can provide additional services, if you so choose, including: 1) Updating or adding pages to your website. If such changes are offered as an upgraded package, then the cost for this service will be determined according to the package to which you are upgrading; otherwise the cost is \$50 per hour with a one hour minimum. 2) Additional domain names and forwarding services, sent to your same website. The cost for this service is \$35 per domain name per year. 3) At the end of the term of your Agreement, you may elect to continue with domain registration and hosting services accordingly. If you do not wish to continue to purchase services with us, you will retain ownership of your domain name and the content of your website. 4) All of the above fee amounts listed in this section "Additional Services" are subject to change at any time without notification to you.
6. **OWNERSHIP OF WORK PRODUCT.** Both parties agree that the content of your web site and any literature or illustrations that are conceived, developed, written, or contributed by you pursuant to this agreement, either individually or in collaboration with others, shall belong to and be the sole property of you and shall constitute works made for hire. You agree that any source code developed by us to build your website will belong to and be the sole property of Web-JIVE LLC. However, if at any point you wish to obtain web design or hosting services from another provider, the entire website will be returned to you at your request and you will retain ownership of it after the initial contract terms are met, although the copyright to the code itself will continue to be owned by us. You shall retain ownership of any domain names obtained by us on your behalf, although we will register and manage these domain names for you as long as we are providing these services for you. You agree for your website to display the legend: "Designed and hosted by Web-JIVE LLC" or any similar legend, including a hyperlink to our website and/or e-mail address.
7. **LIMITATION OF LIABILITY AND NO WARRANTY.** You agree that our liability, and your exclusive remedy, with respect to any services provided under this Agreement is limited to

the amount you paid for such services. You understand and agree with the following limitations: possible access delays or interruptions and inadvertent errors on our part. No guarantee is offered regarding potential or actual “down time” of your website.

8. **USE OF COPYRIGHTED MATERIALS.** You warrant that any materials provided by you for use on your website pursuant to this agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other similar law. You shall be solely responsible for ensuring that any materials you provide pursuant to this agreement shall satisfy this requirement and you agree to hold us harmless from all liability or loss to which we may be exposed on account of your failure to perform this duty.
9. **ASSIGNMENT OF CONTRACT.** Neither of the parties may assign this agreement or any rights under the agreement without the prior written consent of the other party.
10. **ENTIRE AGREEMENT.** This agreement is the complete and exclusive statement of the mutual understanding of the parties. This agreement supersedes and cancels all previous written and oral agreements and communications between the parties relating to the services that are the subject matter of this agreement.
11. **SEVERABILITY.** If any court of competent jurisdiction determines that any part of this agreement is invalid or unenforceable, that determination shall not impair or nullify the remainder of this agreement.
12. **AMENDMENT.** The parties agree that they may amend this agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the parties.
13. **GOVERNING LAW.** This agreement is governed by the laws of the state of Arkansas and any applicable federal laws of the United States of America.
14. **LEGAL EXPENSES.** If any legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.
15. **FORCE MAJEURE.** If performance by us of any of our obligations under the terms of this agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by failure of computer equipment, including loss of data, or by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond our control, then we shall be excused from such performance for the same amount of time as such occurrence shall have lasted or such period of time as is reasonably necessary after such occurrence abates for the effect of the occurrence to have dissipated.
16. **ACCEPTANCE OF AGREEMENT.** By ordering our services, completion of such a transaction indicates your acknowledgement that you have read, understood, and accepted this agreement.

17. **TERMINATION.** Web-JIVE LLC may immediately terminate this Agreement for cause at any time without penalty. Some causes justifying immediate termination include, but are not limited to: questionable content such as adult or pornography, violation of any foreign, federal, state, or local law; non-payment of fees due of this Agreement; breach of this Agreement; and any written modifications thereof; and violation of any other Web-JIVE LLC policy. Web-JIVE LLC may terminate this Agreement without cause at any time upon ten (10) days written notice to client.
18. **RENEWAL.** This agreement will renew automatically for an additional term equal in duration to the previous term of the applicable Service Option Attachment unless either party notifies the other party in writing at least ninety (90) days prior to the end of the then-current term.
19. **CONFIDENTIALITY.** Where Web-JIVE LLC personnel have access to confidential information during the course of the development agreement, the Web-JIVE LLC will not use any such confidential information for its own benefit or use, disseminate or publish this confidential information without the prior consent of (Institution). All records or other material, including any copies thereof, pertaining to confidential information as defined in this agreement, and all other records or materials developed by the developer during the course of the agreement will remain the property of the client and upon termination of the agreement, will be returned to the client. Web-JIVE LLC confidentiality obligations will survive the termination of this agreement.
20. Client acknowledges that pricing information divulged to the Client in the course of business relationships is confidential: therefore, the Client agrees not to disclose it without the express written permission of the Web-JIVE LLC.
21. It is acknowledged by the Client that information to be furnished is in all respects confidential in nature, other than information that is in the public domain through other means, and that any disclosure or use of same by reader may cause serious harm or damage to Web-JIVE LLC.
22. Upon request, any information pertaining to Web-JIVE LLC is to be immediately returned to Web-JIVE LLC.