

IMID Ltd
756 North 4th St.
Minneapolis, MN 55401

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www.imid.us.com
612 562 5890

WEB SITES DEVELOPMENT AND HOSTING AGREEMENT

THIS AGREEMENT, effective as of this the 1st day of your site development, by and between IMID Ltd, a Minnesota Domestic Corporation with a principal place of business at 756 North 4th St, Minneapolis Minnesota (hereinafter referred to as "IMID") and you and your business, a Minnesota business with a principal place of business at Some Street, Some City, Some State 12345 (hereinafter referred to as "CLIENT").

1. Services and Payment

Subject to the terms and conditions of this Agreement, IMID shall provide development and hosting services to establish and maintain on IMID's server an Internet-accessible presence for CLIENT and its clients generally in accordance with World Wide Web and other Internet standard protocols (the *Site*), in accordance with and as more fully described in Exhibit A to this Agreement. In consideration for these services, CLIENT shall pay IMID in accordance with the payment schedule set out in Exhibit B to this Agreement.

2. Authorized Access and Use

IMID and CLIENT acknowledge and agree that portions of the Site may be available on a restricted access, which may be accessible only by IMID personnel and their designees, all of whom shall be selected solely by IMID. IMID agrees to accept full responsibility for the use and access obtained to the Site through passwords authorized or issued by or to IMID and their personnel and designees. In addition, portions of the Site, on the IMID Server, may be available on a restricted access to CLIENT, CLIENT's personnel and their designees, all of whom shall be selected solely by CLIENT and CLIENT accepts full responsibility for the use and access obtained to the Site through passwords authorized or issued by or to IMID and their personnel and designees. Other portions of the Site shall be generally available for access by the public. CLIENT understands and agrees that the character and infrastructure of the Internet is inherently insecure and subject to service interruptions and the possibility of unauthorized or malicious occurrences. CLIENT further understands and agrees that there is no assurance of privacy or security in the electronic communications made to or from the Site. CLIENT assumes all risk for, and shall hold IMID harmless from, all loss, injury or damage incurred by CLIENT caused by or resulting from actions or occurrences originating or arising at any Site, address or location other than IMID's server, including, without limitation, the unauthorized access, interception or alteration by third parties of materials or communications related to the Site.

3. YOU AND YOUR BUSINESS Responsibility for Content

CLIENT acknowledges and agrees that it accepts sole responsibility for the content of all materials made available at the Site, and shall take such measures, as it deems appropriate to assure the suitability of such content. IMID is not, and shall not be deemed to be an editor or publisher of material submitted by CLIENT for display on the Site. CLIENT agrees that it shall not allow the display or storage of any content on its Site in violation of applicable law, and it shall direct or authorize the removal of any illegal, infringing or defamatory content upon notice that such content exists. CLIENT agrees that in the event IMID at any time receives, or believes it is likely to receive, notice of a complaint or conflicting claim as to any content on the Site, which, in the sole judgment of IMID may subject it to potential liability, IMID may elect to remove such content from the Site until the complaint

or claim is resolved or IMID determines that such potential liability no longer exists; provided that, IMID provides notice to CLIENT prior to removal if practical, or in any event within two (2) business days after removal, including the nature and subject matter of the complaint or claim. CLIENT agrees to cooperate with IMID in the investigation and resolution of any such complaint or claim. CLIENT agrees to indemnify and hold harmless IMID in the event that any legal action is taken against IMID as a result of the publication of any material on CLIENT's Site. CLIENT shall assume all costs for any litigation and/or settlement. CLIENT may control the defense to any action, but cannot engage in any settlement without receiving written permission from IMID.

4. Property Rights

CLIENT shall retain all property rights in all content, whether textual, graphical or other material, that it provides for access on the Site. IMID shall retain all property rights in all content, whether textual, graphical or other material, that it provides or develops for the Site, including the design, sequence and organization of the Site and all programming techniques, database engines, server software and tools used to assist in the development, management or use of the Site unless otherwise agreed upon in any and all written agreements. During the term of this Agreement and subject to the terms herein, CLIENT and IMID each grants the other a nonexclusive, nontransferable license to use, display, copy and modify all textual and graphical content provided for access on the Site, and all scripts and other programming techniques, so long as such material remains on the Site located solely on IMID's designated server or as otherwise authorized by IMID or agreed upon in writing by both parties.

5. CLIENT Responsibilities

a. CLIENT shall be responsible for providing, or making suitable arrangements with others to provide IMID with content to be displayed on the Site, in electronic format, as identified in Exhibit A. b. CLIENT shall designate an individual as Site Coordinator to serve as principal contact and facilitator with IMID on issues related to Site development, maintenance and content. IMID shall be entitled to rely on information and instructions provided by the Site Coordinator as accurate and authoritative.

6. Warranty of Rights

CLIENT represents and warrants that it has all rights in or to any textual information, graphical content or other material it provides to IMID sufficient for such information, content material to be made available on the Site and that use or availability of such information or content on the Site will not infringe any right of any third person, including the rights of privacy and publicity. CLIENT agrees to indemnify and hold harmless IMID in the event that any legal action is taken against IMID as a result of the publication of any material on CLIENT's Site. CLIENT shall assume all costs for any litigation and/or settlement. CLIENT may control the defense to any action, but cannot engage in any settlement without receiving written permission from IMID.

7. Disclaimer of Warranty

IMID disclaims all warranty, liability or injury resulting from loss of data, response delays, non-deliveries, service interruptions, unauthorized or illegal access or inaccurate or incomplete data or information. IMID is not responsible for, and makes no warranty regarding, the amount or frequency of accesses or visits to the Site or the level of benefits or results obtained. IMID will use reasonable efforts under the circumstances to insure the integrity and security of the system, within the capabilities of the hardware and software utilized, and to report any unauthorized access or data problems to the CLIENT of which it becomes aware. EXCEPT AS STATED IN THIS PARAGRAPH, IMID DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ALL PRODUCTS AND SERVICES AND ALL USAGE OF THE SITE.

8. Indemnity

The CLIENT will indemnify IMID and hold it harmless from all liabilities, damages, costs or injury incurred as a result of or related to IMID making available on the Site any textual information or graphical content provided, contributed or otherwise made available by the CLIENT, its personnel or others obtaining access to the Site.

9. Confidentiality

Each Party acknowledges that in the course of performance under this Agreement, it will or may be exposed to valuable confidential and trade secret information of the other Party, which may include information about business operations and methods, financial data, sales and pricing levels, and technical information, including source code and programming techniques. Each Party agrees to treat all such information as confidential and to use reasonable care (the same being not less than that employed to protect its own highly confidential and proprietary information) to safeguard such information and to prevent the unauthorized use or disclosure thereof to third parties during and after the term of this Agreement. Each Party shall disclose or give access to such information only to such of its personnel having a need-to-know in connection with performance under this Agreement and for use in connection therewith. Each Party will advise its personnel having access to such information of the confidential and proprietary nature thereof. Each Party will return all such proprietary or confidential information to the other Party upon the termination of this Agreement.

10. Term and Termination

This Agreement shall remain in full force and effect for a period of one year from the date of execution, unless terminated earlier in accordance with this Agreement. Following expiration of the initial term, this Agreement shall automatically renew for subsequent additional terms of one year each, unless either party shall give written notice of termination at least sixty (60) days prior to the end of any term. Either party may terminate this Agreement upon material breach by the other party of its obligations herein by giving fifteen (15) days written notice of the nature of the breach to the other party; provided that, the breaching party has not cured the breach within the fifteen day period.

11. Email

IMID will provide email services in connection with this agreement. IMID will have access to review the contents of any electronic mail transmitted by or through, or stored in, IMID's facilities or services provided to CLIENT pursuant to this Agreement, and will not disclose any CLIENT identifiable account or usage information; except as follows:

(a) To, or with the consent of, the holder of the account (or the holder's authorized representative) to which the communication is addressed or from which the usage is derived; (b) With the consent of the originator of a particular communication; As may be necessarily incident to the provision of IMID's services or the protection of its rights or property, including without limitation normal maintenance activity, investigation of security breach, correction or repair of service interruption or delay, protection against or defense of liability claim; or

(d) As required or authorized by law. Except for disclosure to law enforcement officials or as required by law, IMID will attempt to provide reasonable notice under the circumstances to an account holder prior to disclosure of any electronic communication or identifiable account or usage information to any outside party; however, to the extent disclosure of any communication or information is permitted under this Agreement, IMID reserves the right to make such disclosure without notice.

12. Assignment

CLIENT shall not assign or transfer its interest in this Agreement nor assign to any person or entity without the prior written consent of IMID. Any purported attempt to do so shall be void and shall be deemed a material breach of this Agreement. The covenants and agreements contained herein shall apply to, and inure to the benefit of and be binding upon the Parties permitted assigns and successors in interest.

13. Governing Law and Dispute Resolution

This Agreement shall be construed and governed in accordance with the laws of the State of Minnesota excluding its conflict of laws provisions. Any disputes under this Agreement shall be heard in a court of competent jurisdiction in the State of Minnesota. Except for injunctive relief, the Parties agree that, prior to filing any legal action or proceeding, they shall in good faith attempt to resolve any dispute related to this Agreement by scheduling and participating in a conference facilitated by a neutral mediator.

14. Severability

If any provision contained herein is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the un-enforceability of such provision shall not in any way affect the enforceability of any other provision of this Agreement.

15. Force Majeure

Any delay in or failure of performance of IMID shall not constitute a default under this Agreement or give rise to any claim for damages to the extent such delay or failure of performance is caused by circumstances beyond IMID's reasonable control, including but not limited to, acts of God, fire, flood, explosion, war, strikes or other concerted work interruptions, inability to obtain material, equipment or transportation, breakage or failure of equipment or apparatus, or loss of any necessary utility. The time for performance so delayed will be deemed extended for the period of such delay.

16. Waiver

The failure to enforce or the waiver by IMID of any default or breach of YOU AND YOUR BUSINESS on any one occasion shall not be considered or deemed to be a waiver or limitation on enforcement on any other occasion of the same or any other or further default or breach.

17. Notices

All notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and sent by overnight courier company providing proof of delivery, addressed as follows: IMID Ltd, 756 North 4th St. Minneapolis, MN 55401 To: CLIENT: See Exhibit A

18. Entire Agreement

This Agreement constitutes the complete, entire and integrated Agreement between the Parties hereto. All previous representation relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on either party unless it shall be in writing and signed by both Parties. No agent or affiliate of IMID shall have authority to waive or modify any provision of this Agreement or to speak for or bind IMID in any way. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement through its duly authorized representative as of the day and year set forth above.

IMID: _____ By: _____ Title: _____
CLIENT: _____ By: _____
Title: _____

EXHIBIT A Services included:

The construction of CLIENT's Web Site, as described in attached proposal, is the scope of development referred to herein as development. The development services fee identified in Exhibit B has been calculated based on the scope of Web Sites development services identified by CLIENT. CLIENT requested modifications and additions that require effort beyond the identified project scope shall be billed in addition and at IMID's standard hourly rates. IMID will notify CLIENT in advance of undertaking effort beyond the quoted fee project scope and provide CLIENT with a cost estimate for requested modifications and additions, at which time CLIENT may withdraw its request for modification or addition without penalty or for future work in progress.

Hosting services for Sites on IMID's server: Monthly hosting fee to include:

ü 50 Mb of space ü 6 Gig Transfer ü 3 pop e-mail accounts ü FTP Access ü Yearly or Monthly Billing ü 30 min. free maintenance with signed contract ü Bandwidth: 1 gig of transfer per month

Options for Monthly Billing: Credit Card Debit due on the first of each month Invoice for 6 months in advance hosting services. To be paid by the first of the month beginning with the first month of 6-month period.

Tech Support

9:00 - 5:00 PM Monday-Saturday. After hours tech support is billable as per additional maintenance fees described in Exhibit B Technical support through e-mail: any time with response to be within a 48 hour period.

Customization services:

As part of its Support and maintenance services, IMID will provide without additional charge up to one-half (1/2) hour per month of minor modifications of existing HTML, CSS, Content or scripts that are incidental to construction or maintenance of your website. More complex customization, which, in the opinion of IMID, will require additional programming, substantial redesign and/or the addition of new features or functions, will be performed at IMID's standard rates and in accordance with those terms and conditions to which the parties may then agree. On request, IMID will provide an estimate of the work required, and projected cost, of any proposed addition or modification by CLIENT. Format for submitted materials: Graphics files - .JPG or .GIF or .PNG format:

Text formatting – plaintext, preferably UTF-8.

Availability:

Initial development services shall be completed within 60 (60) business days after approval of the domain name and receipt by IMID of all necessary materials from CLIENT or as agreed upon by both parties. The Site shall be deemed accepted by CLIENT unless, within seven (7) business days from receipt of such notice, CLIENT provides written notice to IMID identifying in reasonable detail the respect(s) in which the Sites does not comply with the terms of this Agreement. The description of the Web Sites design and organization and identification of content is to be provided by CLIENT.

IMID Ltd, 756 North 4th St. Minneapolis, MN 55401, Tel: 612 562 5890

CLIENT Address for Notices:

(Attn: You and Your business Representative)

EXHIBIT B

Set-Up fees, the initial Hosting fee and one-half of the Development Services fee, in accordance with the following schedule, is due upon execution of this Agreement. The remainder of the Development Services fee is due and payable upon approval by CLIENT to make CLIENT's Web Sites available to the public. The monthly fee for hosting is as follows: \$10.00/month

Billing is in advance for the next month. All billing is done on the first of each month for that month hosting services. Invoiced billing is done every 6 months. Invoices are mailed out on the 15th of the month prior to the beginning month of hosting. Additional Bandwidth requirements are billed at eight dollars (\$10.00) a gigabyte, or part thereof, of transfer determined monthly and invoiced monthly. All payments are due within fifteen (15) days of invoice. Support and Maintenance fees and any other fees due for additional services are invoiced monthly. All payments are due within fifteen (15) days of invoice.

Payment Schedule, Limitation of Services and Late Payments

Limitation of Services Maintenance Overage Fee after 30 days past due IMID may elect to suspend hosting account until hosting fee paid. A new setup fee of \$69.95 will be incurred to reactivate the hosting account and payment must be made in advance.

Late Payments

A late payment fee will incur after 30 days of 1.5% finance charge of balance accruing monthly.

If any payment is not made with fifteen (15) days of the due date, or if CLIENT materially breaches any other provision of this Agreement, then IMID may elect to suspend all service to CLIENT until all overdue amounts are paid or other breach is cured. All payments shall be made to the order of IMID Limited at the invoice address. IMID may increase the fee for any term by providing CLIENT a revised fee schedule at least sixty (60) days prior to the expiration of any term.

FEE SCHEDULE

Fees for Consultation start at \$35.00/hour, with a one-hour minimum. Website Installation and Content Development (including landing pages) apply at a rate of \$60/hour for ongoing labor with a 1 hour minimum. Graphic design, media editing, audio and video publication and multimedia presentation apply at a rate of \$90/hour. Fees for server setup and network architecture apply at a rate of \$120/hour with a one-hour minimum