

AGREEMENT

THIS AGREEMENT (the "Agreement"), by and between FACE Websites, LLC, a Wisconsin limited liability company (the "Company") and _____ ("Client"), is dated as of the __ day of _____.

RECITALS

WHEREAS, the Company has developed a website system which includes a content management system, documentation and related material ("Software"); and

WHEREAS, the Client desires to utilize a copy of the Software to establish and maintain Client's website (the "Client Site").

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Nonexclusive, Non-Transferable License. The Company grants to Client a non-exclusive, non-transferable license to use the Software for the sole purpose of the operation and maintenance, and updating of the Client Site.

2. Fees. In consideration for the grant of the license described herein and the use of the Software, Client agrees to pay the following fees:

The Company shall invoice on a quarterly basis (January 1, April 1, July 1, October 1) upon the Client Site going live. All invoices will be due within thirty (30) days of the date of the invoice. The Company reserves the right to assess interest on any outstanding balance that has not been paid within thirty (30) days of the date of the invoice. The company can increase the monthly fee but agree to give the client a 30 day notice before doing so.

3. Site Content. Client agrees to provide the content and graphics (the "Site Content") for the Client Site. Any such Site Content provided by Client shall remain the sole property of Client; provided, however, that Client agrees to grant to the Company the unrestricted right, license and authority to use, store, reproduce, adapt, delete, publish, display, disclose, manipulate, and modify the Site Content for such purposes as the Company may see fit in its sole discretion without compensation to Client. Client represents and warrants that it has the right and authority to grant to the Company the rights, licenses and authorizations described herein without the consent or authorization of any other person or entity, and that the exercise of any

such rights, licenses, or authorizations will not infringe any copyright or other intellectual property right or rights or privacy rights of any other person or entity.

Client agrees that it will not post or store on, or transmit, submit or otherwise provide through the Client Site any information, content or other material that (a) violates, infringes or misappropriates any intellectual property right (including, without limitation, copyright, trademark, trade secret, patent, and right of publicity), any right of privacy or publicity, or any other right of any person or entity, (b) is harmful, threatening, abusive, harassing, false, misleading, defamatory, vulgar, obscene, sexually explicit, profane, hateful, or racially, ethnically or otherwise objectionable or that violates any applicable law or regulation, or (c) contains any computer viruses, worms or other potentially damaging computer programs or files.

Client further agrees and understands that the Company may, in its sole discretion for any reason, and without any prior notice or liability, remove any files/content/graphics from public view that Client may maintain at the Client Site, and any material Client may choose to post on the Client Site.

4. Reconstruction of Lost Data. Client agrees and understands that it is solely responsible for implementing sufficient procedures and checkpoints to satisfy its particular requirements for accuracy of data input and output. The company will provide a nightly backup for the Client site but it's recommended the clients maintains a means external to the Client Site for the reconstruction of any lost data

5. Sole Property of the Company. Client agrees that the Software is the sole property of the Company and includes valuable trade secrets of the Company. Client agrees to treat the Software as confidential and will not without the express written consent of the Company:

- a. Copy, sell or market the Software to any third party;
- b. Publish or otherwise disclose information relating to the performance or quality of the Software to any third party; or
- c. Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate the Software or any portion thereof.

6. Condition of the Software. The Software is being provided to Client on an "as is" basis without warranty of any kind.

7. Indemnification. Client shall indemnify, defend and hold the Company, its officers, directors, employees, and agents, harmless from and against any and all losses, expenses, damages, costs, and fees (including reasonable attorney's fees) that may be imposed on the Company resulting from any violation of this Agreement (including negligent or wrongful conduct) by Client.

8. Technical Support.

Websites, LLC

a. Standard. The Company agrees to provide Client with technical assistance related to the Software during normal business hours (Monday through Friday, 8:00 a.m. – 5 p.m. (CST)). Technical assistance related to the Software shall include setup of the base platform (including the core features/modules), one (1) hour of training and assistance with the main page creation.

b. Optional. Client may request additional technical assistance for Software issues that are outside the scope of this Agreement for an additional charge. Such charges shall be at the sole discretion of the Company and shall be in addition to fees assessed pursuant to Section 2 above. Such additional technical support may include, but not be limited to, custom training, HTML authoring, custom programming, after hours customer support, custom support, import of data, creation of e-mail addresses, graphic design, copy writing and proof reading, marketing/promotional services, and search optimization.

9. Governing Law. The Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin.

10. Entire Understanding of the Parties; Nonassignable. This Agreement represents the entire and only agreement of the parties. Client may not assign their rights under this Agreement without the prior written consent of the Company.

11. Termination; Amendment. This Agreement can be terminated by (a) either party upon thirty (30) days prior written notice, or (b) immediately by the Company in its sole discretion if Client fails to comply with any term of this Agreement. Within thirty (30) days of termination of the Agreement, Client shall remove all content/graphics from the Client's website. Upon termination, Client shall cease all use of the Software and destroy all copies, full or partial, of the Software (as applicable). The provisions of Sections 3, 7, 9, 10, 12, and 13 shall survive any termination of this Agreement. This Agreement may be amended only upon the prior written consent of both parties.

12. Limitation on Liability. The Company shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether the Company was advised of the possibility of such losses in advance. In no event shall the Company's liability hereunder exceed the amount of the Fees paid by Client, regardless of whether Client's claim is based on contract, tort, strict liability, product liability or otherwise.

13. Severability. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

FACE FEATURE RICH ● AFFORDABLE ● CUSTOMIZABLE ● EASY TO MAINTAIN
Websites, LLC

I have read and understand this Agreement and all its provisions. By signing below, I agree to its terms and conditions.

Date: _____

FACE Websites, LLC

Date: _____