

Website Development and Ongoing Services Agreement

Terms of Use/ Disclaimers/ Contract/ Agreement

Between You as the client and WideNet Consulting, LLC as the service provider.

By using the services of WideNet Consulting, LLC (WideNet) as a client, including any of the following, or other services: website development, hosting your website on our servers, using our support, using the WideNet Control Panel, or other website related services through WideNet, you do hereby agree to and fully accept the following terms. You further agree that these terms may from time to time be updated with or without notification. You agree that you understand a current copy of the accepted terms may always be viewed at the link provided by WideNet and/or through the disclaimers/terms link within the WideNet Control Panel.

This Agreement is between **WideNet Consulting, LLC** and **our Clients**.

Consulting Services

1. WideNet Consulting, LLC will provide consulting services to the Client relating to the creation or modification of a Website. The specific nature of the services to be provided by WideNet Consulting, LLC will be as specified in the original proposal and quote. Subject to any lawful restraint imposed upon it by any other party (such as an obligation as to confidence), WideNet Consulting, LLC will make available to the Client all knowledge, information and expertise in its possession in performing the Services. If the Client wishes WideNet Consulting, LLC to perform any services other than those specified in the proposal/ quote (including without limitation to provide any additional functionality) or to provide further or other Products or software, then WideNet Consulting, LLC shall be entitled to quote the Client separately for the provision of those services or the provision of those products or software. If the Client accepts that quotation then the provisions of this Agreement will apply to the provision of those additional services, products or software.
2. Unless otherwise agreed in writing by the parties, the term of this Agreement will commence on the date specified in the proposal/ quote.
3. Unless specifically stated as a fixed price quote, any cost estimates that are or have been given by WideNet Consulting, LLC are estimates only. Actual time spent and Products supplied may be used as the basis for billing.

Products

4. WideNet Consulting, LLC may also supply the Client with Products (as ordered by Client and agreed by WideNet Consulting, LLC) from time to time. In the context of this Agreement, "Products" means any hardware and/or third party software provided to the Client by or on behalf of WideNet Consulting, LLC pursuant to this Agreement.

Reporting and Meetings

5. The Client shall make its employee (the "Client Contact") available to meet with WideNet Consulting, LLC when reasonably required by WideNet Consulting, LLC for the purposes of discussing the status of the Services. WideNet Consulting, LLC will meet when needed with the Client Contact (by remote communication if necessary- phone, email, or webinar) and report to the Client on the status of the Services. The Client agrees to designate one employee as the official point of contact for the Client. The Client further agrees that the designated employee shall be given decision making authority and any authorizations for additional quoted services, approval of proofs, etc. made by that employee shall be binding.

Consulting Rates and Other Expenses

6. WideNet Consulting, LLC will provide Services to the Client and will be entitled to charge the Client for such Services at the rates specified in the proposal/ quote if accepted, either in writing or verbally.
7. WideNet Consulting, LLC shall be entitled to provide the Services remotely from its own premises and will not be required to attend the Client's premises. If WideNet Consulting, LLC is required to attend the Client's premises for any reason pursuant to this Agreement, the Client will reimburse WideNet Consulting, LLC for reasonable transport and/or accommodation expenses incurred by WideNet Consulting, LLC in doing so. WideNet will notify the Client IN ADVANCE if travel and/or accommodation charges will apply so that the Client can make a determination on meeting in person. However this does not include transport or accommodation expenses where the Client's premises are located within 25 miles of Anniston, AL.
9. WideNet Consulting, LLC will not use the Means of Access (or any other methods of remote access) to access the Client's Facilities for any purpose other than to provide the Services. However, WideNet Consulting, LLC shall be permitted to gain remote access to the Facilities for lawful purposes using any publicly available means (such as the World Wide Web), which do not require special authorization.
10. WideNet Consulting, LLC will take the following steps to ensure the security of the Facilities (insofar as the use of WideNet Consulting, LLC's systems and the Means of Access are concerned):
 - a) ensuring that no passwords are stored in an unreasonably easily recognizable form on WideNet Consulting, LLC's own systems in circumstances where a breach of WideNet Consulting, LLC's own internal security may reveal them;
 - b) ensuring that only those employees and contractors of WideNet Consulting, LLC who are required to access the Facilities using WideNet Consulting, LLC's systems and the Means of Access are able to do so;
 - c) ensuring that the Facilities are not capable of being unreasonably accessed by a system or user, which transits WideNet Consulting, LLC's own systems, except as permitted by this Agreement.

11. The Client indemnifies WideNet Consulting, LLC against any loss or damage arising directly or indirectly from any unauthorized use of the Facilities to which WideNet Consulting, LLC has been granted remote access, provided that such unauthorized use has not arisen as the result of any material breach by WideNet Consulting, LLC of its own obligations under Clause 10 of this Agreement.
12. The Client will also reimburse WideNet Consulting, LLC for all expenses incurred by WideNet Consulting, LLC on the Client's behalf or in carrying out its obligations under this Agreement.
13. The Client will pay WideNet Consulting, LLC for the cost of any Products (including any licensing that WideNet Consulting, LLC is required to pay to obtain a sub-license in favor of the Client for any third party software) together with WideNet Consulting, LLC's own charge that it levies for handling and/or obtaining any relevant sub-licenses.

Payment of Invoices

14. WideNet Consulting, LLC will be entitled to invoice the Client on an interim basis at least monthly for progress payments for any Services performed or Products supplied during the previous month (or during any earlier period which has not previously been invoiced) together with such expenses as the Client is required to reimburse WideNet Consulting, LLC. Such invoices shall contain such information and detail as the Client may reasonably require to permit the Client to account for the Services and Products (for instance, by attaching copies of any time sheets) reasonably prescribed by the Client.
15. All invoices rendered by WideNet Consulting, LLC are payable within fourteen (14) days from the date of invoice. The Client agrees to pay WideNet Consulting, LLC in full within this time period.
16. If the Client fails to pay any invoice by the due date for payment, then without prejudice to WideNet Consulting, LLC's rights under this Agreement, WideNet reserves the right to bill the Client interest on the outstanding amount at the rate of 2% per month. Furthermore, if payment is not received or if new terms are not negotiated by at least 30 days from the date of invoice issuance, then WideNet reserves the right to 'turn off' the Client's website until such time as payment is made.

Confidentiality

17. WideNet Consulting, LLC will not disclose to any third party or use other than for the purposes of this Agreement any knowledge or information imparted to or obtained by it during or in connection with the fulfillment of this Agreement which is of a secret or confidential nature relating to the business, equipment, processes relating to the equipment, the products, services, process or business strategies offered or employed by the Client. This obligation of confidence will cease to apply in relation to information that WideNet Consulting, LLC is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by WideNet Consulting, LLC of its obligations of confidence under this Agreement.

Intellectual Property

18. Unless otherwise agreed in writing by WideNet Consulting, LLC, the copyright and all other rights relating to any software provided to the Client by or on behalf of WideNet Consulting, LLC pursuant to this Agreement (the "Intellectual Property") will remain the property of WideNet Consulting, LLC or where applicable its licensors. This includes the WideNet Control Panel, which is proprietary to WideNet and is provided as a service to the client.
19. If the WideNet service plan to which the Client subscribes includes use of the WideNet Control Panel, the Client agrees that the Client understands that the WideNet Control Panel is the property of WideNet Consulting, LLC and cannot be re-sold, re-used, distributed, copied, or modified, without the express consent of WideNet Consulting, LLC. The Client agrees that the Client understands that as the WideNet Control Panel is the property of WideNet Consulting, LLC, the Client does not own or retain any rights to the WideNet Control Panel if the Client ceases to be a WideNet Consulting, LLC client.
20. The Client must not de-compile, disassemble, decrypt, extract or otherwise reverse engineer any part of any software that is provided to the Client by WideNet Consulting, LLC without WideNet Consulting, LLC's prior written consent.
21. The Client must hold any software (in source and/or in object code) and other materials provided to the Client by WideNet Consulting, LLC confidential. The Client must not disclose any of those materials to any third party without WideNet Consulting, LLC's prior written consent. The Client must also take all reasonable steps within its power to protect the Intellectual Property of WideNet Consulting, LLC.
22. Apart from the whole or portions of the WideNet Control Panel, the Client retains ownership of materials developed by WideNet Consulting, LLC exclusively for use in the Client's website. As such, the Client can 'save off' a copy of their website using software that can be found for free on the internet, if the Client wishes to keep their website design and move to another service provider. However, WideNet in no way makes any representation or advises that saving off a website in such a manner will mean it will work properly if hosted elsewhere and as a result of being hosted elsewhere without the WideNet Control Panel. Of course, the WideNet Control Panel and/or any work created therein by WideNet shall remain the intellectual property of WideNet Consulting, LLC and cannot be transferred, as specified in other portions of these terms.
23. The Client warrants that it owns or shall obtain the rights at its own cost of any intellectual property provided to WideNet Consulting, LLC for use in the web site design. Furthermore, the Client indemnifies and holds harmless the WideNet Consulting, LLC from using any Client-provided materials in the web site design. The WideNet Consulting, LLC warrants that any commercially purchased intellectual property used in the website design shall be royalty-free and all rights shall be assigned to the Client.

High Risk Activities

24. None of the software or the Products provided pursuant to this Agreement is designed or intended to be fault-tolerant or designed or intended for use as or for use where their failure or malfunction could lead to death, personal injury, or economic, physical or

environmental damage ("High Risk Activities"). The term "High Risk Activities" includes but is not limited to on-line control equipment in hazardous environments requiring fail-safe performance (such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support machines, weapons systems, banking or financial transaction control or reporting systems, or security systems). The Client warrants that it will not use, distribute or resell any of the Products or the software for any High Risk Activities and that it will ensure that permitted end-users of such Products or software are provided with a notice in the form set out in this Clause. The Client will indemnify WideNet Consulting, LLC for any loss, cost, damage or third party claim arising from the Client's use of any of the Products in High Risk Activities or from any breach by the Client of this clause.

Liability

25. Except for express undertakings to indemnify and any warranties set out in this Agreement:
- a) To the extent permitted by the law, WideNet Consulting, LLC expressly excludes all conditions and warranties whether express or implied.
 - b) Notwithstanding any other provision in this Agreement, in no event will WideNet Consulting, LLC be liable to any party including the Client for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including for loss of profits, use, data, or other economic advantage), however it arises, whether for breach of this Agreement or in tort, and even if WideNet Consulting, LLC has been previously advised of the possibility of such damage. Further, liability for such damages shall be excluded, even if inclusive remedies provided hereunder fail their essential purpose. The Client will indemnify WideNet Consulting, LLC and keep it indemnified from and against any claims by any third party for or in respect of such damages.
26. Certain provisions relating to the trading of goods and services and other statutes, rules and regulations in the United States and/or the state of Alabama may imply certain non-excludable warranties or conditions. To the extent that they are not permitted to be excluded, WideNet Consulting, LLC's liability for breach of such conditions or warranties and the Client's sole and exclusive remedy in relation to such breaches shall be limited to:
- a) in the case of Products or software or other goods supplied by WideNet Consulting, LLC, at WideNet Consulting, LLC's option:
 - i) the replacement or repair of those Products or software or goods, or the supply of equivalent goods; or
 - ii) the payment of the cost of replacing or repairing the Products or software or goods or of acquiring equivalent goods; and/or
 - b) in the case of Services, at WideNet Consulting, LLC's option:
 - i) supplying the Services again; or

ii) the payment of the cost of having the Services supplied again.

27. The Client is solely responsible for the proper backup and protection of all of its software and data, as well as the implementation and maintenance of firewalls and security measures (including proper virus control) in relation to the Facilities.

Assistance and Facilities

28. The Client will provide WideNet Consulting, LLC with all reasonable assistance and facilities free of charge (including without limitation of the Means of Access and the other Items referred to in the proposal/ quote, office facilities, and liaison with the necessary officers and employees of the Client) in order to permit WideNet Consulting, LLC to efficiently provide the Services.

No Poaching

29. The Client undertakes to WideNet Consulting, LLC that it will not for a period of two years from the termination of this Agreement entice away or endeavor to entice away from WideNet Consulting, LLC any employee of WideNet Consulting, LLC. The Client acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of WideNet Consulting, LLC.

Agreement Non-exclusive

30. The Client acknowledges that WideNet Consulting, LLC is providing Services to the Client on a non-exclusive basis and that WideNet Consulting, LLC may provide services of the same or a similar nature as the Services to any other party.

Termination

31. This Agreement may be terminated in the following circumstances:

- a) By either party by giving the other party thirty (30) days notice in writing to that effect;
- b) Immediately by WideNet Consulting, LLC by notice in writing if the Client fails to remedy a breach of this Agreement (including any provision as to payment) within fourteen (14) days of receipt of a notice from WideNet Consulting, LLC of such breach requiring it to do so; or
- c) By either party immediately by notice in writing if the other party takes any corporate action or other steps are taken or legal proceedings are started (and are not withdrawn, discontinued or struck out within twenty-one days) for its winding up, liquidation or dissolution (other than for the purposes of

reconstruction) or the appointment of an administrator, receiver, receiver and manager, official manager, Liquidator, provisional Liquidator, trustee or similar office of it or of any or all of its revenues and assets ("Insolvency Event"), and such Insolvency Event remains in existence in respect of such party as the time of service of the Notice.

32. On termination of this Agreement however occurring, all moneys unpaid by the Client pursuant to this Agreement will immediately become due and payable. If such moneys remain unpaid for a period of thirty days then (without prejudice to any other rights that WideNet Consulting, LLC may have for breach of this Agreement or otherwise) WideNet Consulting, LLC will be entitled to retake possession of the Products and to disable any software provided pursuant to this Agreement (including by remote means). If WideNet is managing the Client's domain name, WideNet will not release the domain name until such time as debts are paid.
33. The Client's obligations (including any obligations to indemnify) under clauses 11, 18 to 23 inclusive (Intellectual Property), 24 (High Risk Activities), 25 to 27 inclusive (Liability), and WideNet Consulting, LLC's obligations under clause 17 (Confidentiality) shall survive the termination of this Agreement for whatever reason.

General

34. Any notice required or contemplated by this Agreement shall be deemed to have been duly given if it is in writing, properly addressed and delivered personally or mailed by registered or certified mail, postage prepaid addressed or by fax or electronic mail to the Client or WideNet Consulting, LLC at the address set out in the proposal/ quote to this Agreement or such other address nominated by a party in writing.
35. The Client may not assign any of its obligations under this Agreement without the prior written consent of WideNet Consulting, LLC.
36. WideNet Consulting, LLC will not be liable to the Client or to any third party for any non-performance or delay in the performance of its obligations under this Agreement, if events or conditions beyond its reasonable control cause the non-performance or delay and WideNet Consulting, LLC gives the Client prompt notice thereof. In no event will this provision affect Client's obligation to make payments to WideNet Consulting, LLC under this Agreement except in respect of Services that are unable to be performed by WideNet Consulting, LLC, until they can be performed.
37. A failure, delay, relaxation or indulgence by either Party in exercising any right, power or privilege conferred on the Party by this Agreement shall not operate as a waiver of the power or right. A single or partial exercise of any right, power or privilege hereunder does not preclude the further exercise of the same right or the exercise of any other right hereunder. A waiver of a breach does not operate as a waiver of any other breach.
38. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, then;

- a) Where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
 - b) In any case the offending provision must be severed from this Agreement the remainder of this Agreement shall continue in full force and effect unless such reading down or severance affects the basic nature of this Agreement.
39. This Agreement shall be governed by and must be construed in accordance with the laws of Alabama and the United States, and the Client irrevocably submits to the non-exclusive jurisdiction of the courts of that State. The sole exception to this is if, upon encountering a dispute, WideNet holds exclusive decision over whether that dispute may be resolved in the courts or alternately through a reputable arbitration organization.
40. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.
41. This Agreement may be amended from time to time. The up-to-date and enforced version will always be available for review through the WideNet Control Panel or can be emailed to you upon request.