⋈ mynetwire™

Website Services Agreement

This Website Services Agreement ("Agreement") is entered into on __JAN 25, 2018__ between __Meadows South Homeowners Association, Inc__ ("Client") and MyNetWire, LLC and its affiliates ("Developer") for the purpose of website design, development and other similar services (collectively, "Services"). By registering, purchasing or using Developer's Services, Client agrees to be bound by this Agreement and represents and warrants that Client has the authority to accept the terms of this Agreement and to sign this Agreement.

Section 1: Website Services

WHEREAS, Client and Developer agree that Developer is being engaged to perform the Services, which Services will be comparable to the functionality, design and layout as made available in the Developer's online demo, which Client hereby accepts and agrees are representative of the Services. Client and Developer further agree to the following:

(a) Client will provide all text, images, documents and other primary content (collectively, the "Content") to be included on the website developed by Developer.

(b) Client will be responsible for utilizing the available tools within the website for managing content, features and other daily activity occurring on the website.

(c) Client will have input on the look and structure of the website, but Developer is responsible for final design.

(d) Updates to the website's design may be requested by Client so long as any requested updates do not result in a significant change or revision from the original agreed upon design, at Developer's discretion; otherwise, Client will be responsible for the additional cost of the revisions.

(e) Developer will provide Services and troubleshooting as necessary to maintain the website operating at a reasonable level of reliability, performance and professionalism consistent with other similar, commercially-viable websites transacting business via the Internet.

(f) Client will be allocated shared server space to be used for the sole purpose of managing Content related to Client's business; provided, however, Developer shall have sole discretion on the utilization and allocation of shared server space for Client, and Client acknowledges, understands and agrees that Developer may make reasonable changes to servers that will affect Services, from time to time.

(g) The relationship between Client and Developer will not at any point of time qualify as Work for Hire.

Section 2: Copyrights and Trademarks

Client represents to Developer and unconditionally guarantees that any elements of text, graphics, photos, logos, designs, code, trademarks, or other artwork furnished by Client to Developer for inclusion on the website are owned by Client or that Client has permission and a license from the rightful owner to use each of these elements and will hold harmless, protect, and defend Developer and its subcontractors, assigns, successors, attorneys, and representatives from any claim, legal action, or lawsuit arising from the use of such elements furnished by the Client.

Section 16: Sole Agreement
The terms and provisions contained in this Agreement constitute the sole and entire agreement between Developer and the Client. There are no other covenants, agreements, promises, terms, or provisions, written or oral, except as set forth herein. This Agreement shall be binding upon the parties hereto, their respective heirs, administrators, personal representatives, executors, successors, assigns, members, and employees. Any additional work not specified in this contract must be authorized by a change order acknowledged by Developer.

Section 17: Notice
Any written notices to be given hereunder shall be deemed sufficiently given only when delivered by electronic mail with read receipt requested and confirmed.

Section 18: Governing Law
This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of Indiana located in the United States of America.

Section 19: Modification; Waiver
No oral modifications shall be effective, and no delay or failure on the part of either party to insist on compliance with any provision hereof shall constitute a waiver of such party's right to enforce such provision.

Section 20: Integration
This Agreement may be executed in two (2) or more counterparts, including electronic, facsimile and 'pdf' signature pages, each of which shall be deemed an original, but all of such taken together shall constitute only one agreement, superseding all prior understandings, oral or written; and it is expressly understood and agreed that this Agreement does not obligate either party to enter into any other or further agreements.

IN WITNESS WHEREOF, Developer and Client have executed this Agreement as of the day and year indicated.

Client Signature _Diana Toepfer, President_ Date _1/25/2018_

Printed Name _Diana Toepfer, President_

Organization Name _Meadows South Homeowners Association, Inc_

City, State _Titusville, Florida_

Developer Signature _____ Date _____

Printed Name _____ Clayton Thompson

Organization Name _____ MyNetWire, LLC

City, State _____ Fishers, Indiana