Web Site Design/ Maintenance Agreement

This Agreement is entered into on **February 24, 2023** by and between **Chassity Greer of Optical Weight Loss** ("Customer") and *KUB Information Technology Technicians* ("Developer"). Customer and Developer are sometimes referred to collectively in this Agreement as the "Parties."

Customer desires to engage Developer for the following purpose: to develop, create, test, and maintaining, for the purpose of establishing a site for Customer on the World Wide Web.

To carry out these purposes, the Parties agree to the following:

1. Ownership of Web Site and Rights

    1.1. Ownership Rights

Customer shall retain all of its intellectual property rights in any text, images or other components it owns and transmits to Developers for use in the Web Site. Customer shall hold the copyright for the agreed upon version of the Web Site as delivered, and Customer's copyright notice may be displayed in the final version.

The Developer has authority to grant, assign, and license the Web Site Material to Owner. Developer retains exclusive rights to pre-existing material they use in Customer's project(s) but will not sell exclusive data or graphics. Customer does not have right to reuse, resell or otherwise transfer material owned by Developer or third parties. Customer does have exclusive rights to graphics specific to their site such as logo or any graphics created with the name or initials of the entity. The Web Site Material is not subject to any liens or other security interests. The Web Site Material does not infringe the copyrights, trademarks, or any other intellectual property or proprietary rights of any third person.

    1.2. Binding Effect

This Agreement shall be binding upon and inure to the benefit of Customer and Developers and their respective successors and assigns, provided that Developers may not assign any of his obligations under this Agreement without Customer's prior written consent.

    1.3. Waiver

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

    1.4. Good Faith
Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

1.5. Ownership of Web Site Material

Except for the material specifically identified in Paragraph 1.6 of this Agreement, Customer will own the exclusive rights to and in the Web Site Material, including, but not limited to, all United States and international copyrights and other intellectual property rights. In the event that this Agreement is terminated before final acceptance, Customer will own the exclusive rights including, but not limited to, all United States and international copyrights and other intellectual property rights, in the portion of the Web Site Material actually completed.

1.6. Excluded Material

If Developer is unable to grant or assign to Customer the exclusive rights to any portion of the Web Site Material, that portion of the Web Site Material will be referred to as "Excluded Material." Designer's identification will include, at minimum, the following information (1) the nature of the Excluded Material; (2) the owner of the Excluded Material; (3) Developer's authority to include the Excluded Material in the Web Site; (4) any restrictions or royalty terms applicable to the use of the Excluded Material in the Web Site.

Developers may use some of their own photographs for the Web Site. Developers' maintain ownership of the photographs, and only grant Customer a non-exclusive right to use those photographs, and only on Customer" Web Site.

1.7. Identification of Developers

Customer agrees that Developers' identification may be annotated within the code or on the Web Site as the authors. Customer also agrees to put on Developers copyright notices on the Web Site and the relevant content therein.

1.8. Domain Name/Site Hosting

Any domain name registered on Customer's behalf will be made in Customer's name for both the billing and administrative contacts. The technical contact is generally required to be the hosting ISP. Developer will not register domain names in Developers name. The customer is required to pay for the site hosting. Developer will not pay for site hosting fees or anything related to the site hosting relationship.

1.9. Additional Web Services

The developer might need additional web services as the site progresses. Before entering into any billable services the developer will consult with the customer. If customer agrees, the developer will assist customer in procuring the service through the appropriate vendor. The developer will not pay for any additional web services out of own pocket.

2. Development of Web Site

2.1. Equipment

Customer agrees to make available to Developers, for Developers' use in performing the services required by this Agreement, such items of hardware and software as Customer and Developers may agree are reasonably necessary for such purpose.

2.2. Use of Hidden Text

Without prior written permission from Customer, Developer is permitted to include any hidden or invisible text, commands, code, programming, or other material in the Web Site.

2.3. Access to Site During Construction

During development of the Web Site, Developer will make the site available for review by Customer at:

http://optimalweightloss.net/

2.4. Delivery of Web Site

Developer will deliver the Web Site in electronic format to Customer.

2.5. Final Acceptance

Within *Seven* days of receipt of the electronic versions of the Web Site, Customer will notify Developer of any changes required. Within *7* days of receipt of the revised Web Site, Customer will notify Developer of any problems with the changes. This process will continue in until Customer gives written notification to Developer of final acceptance of the Web Site or the agreement is terminated.

2.6. Retention of Backup Copy

Developer will maintain a backup copy of the entire Web Site for a period of 1 year from the date of final acceptance of the Web Site by Customer. At the expiration of the *1 Year* or upon termination of this Agreement prior to final approval, Developer may destroy all of its copies of the Web Site including electronic and printed formats and all backup copies.

3. Developer Compensation

3.1. Total Price

The total price for all work done in connection with this Agreement is **$400.00**. The Total Price will be paid as follows:

$200 down payment   **$200 on delivery**   **Payment in Full: $400.00**

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In the event of a dispute regarding whether a milestone was reached and whether a payment became due, Customer will not be under an obligation to pay the amount purportedly due until the dispute is resolved. For all of Developers' services under this Agreement, Customer shall compensate Developers, in cash, money order, check, electronic payment via PayPal. In the event Customer fails to make any of the payments, Developers have the right but are not obligated to pursue any or all of the following remedies: (1) terminate the Agreement; (2) remove content from servers owned by Developers; (3) bring legal action; (4) remove content from servers leased by customer.

3.2. Termination Before Final Acceptance

If this Agreement is terminated before final acceptance of the Web Site, Developer will be paid for all work completed up to the date of termination.

4. Warranties

4.1. Compliance With Applicable Laws

Developer represents and warrants that Developer has complied with all applicable local, state, and federal laws in carrying out its obligations under this Agreement.

4.2. No Responsibility for Theft.

Developers have no responsibility for any third-party taking all or any part of the Web Site. In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney" fees and costs, including expert witness fees.

4.3. No Responsibility for Loss.

Developers are not responsible for any down time, lost files, improper links or any other loss that may occur in the operation of the Web Site.

4.4. Conformity to Specifications

Developers warrant the Web Site will conform to the Specifications. If the Web Site does not conform to the Specifications; Developers shall be responsible to correct the Web Site without reasonable delay, at Developers sole expense and without charge to Customer, to bring the Web Site into conformance with the Specifications. This warranty shall be the exclusive warranty available to Customer. Customer waives any other warranty, express or implied. Customer acknowledges that Developers do not warrant that the Web Site will work on all platforms. Customer acknowledges that Developers are not responsible for the results obtained by Customer on the Web Site. Customer waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to Developers.

5. Indemnification

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Customer warrants that everything it gives the webmaster to put on the Web Site is legally **owned** or licensed to Customer. Customer agrees to indemnify and hold Developers harmless from any and all claim brought by any third-party relating to any aspect of the Web Site, including, but without limitation, any and all demands, liabilities, losses, costs and claims including attorney's fees arising out of injury **caused** by Customer's products/services, material supplied by Customer, copyright infringement, and defective products sold via the Web Site, Further, Customer agrees to indemnify Developers from responsibility for Problem/disruptions *caused* by third-party services that Customer may use such as merchant accounts, shopping carts, shipping, hosting services, real time credit card processing and other services that relate to the ownership and operation of the Web Site or multimedia project.

6. Confidentiality

For purposes of this Agreement, "Confidential Information" includes, but is not limited to, business plans, marketing plans, advertising material, customer lists, business records, projections, product information, financial information, and any other information designated as confidential by Customer and Developer.

Customer and Developers acknowledge and agree that the specifications and all other documents and information related to the development of the Web Site (the "Confidential Information") will constitute valuable trade secrets of Developers. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Developers' prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public on the Web Site when each page of the Web Site is first accessed.

6.1. Non confidential Information

Information is not confidential if it is generally available or known within the Internet industry, it is in the public domain, it was known to Developer before this Agreement was entered into, it was independently received by Developer from a third party, or it was developed independently by Developer.

7. Developer's Obligation of Nondisclosure

Developer promises and agrees:

a. To hold the Confidential Information in strict confidence;

b. To use the Confidential Information only for purposes of carrying out Developer's obligations under this Agreement;

c. To only disclose the Confidential Information to those of Developer's officers, employees, and agents as are necessary to carry out the purpose of this Agreement; and

d. Not to disclose the Confidential Information to unnecessary third parties.

. *Term of Agreement*

This Agreement will take effect on the **March 1, 2023** and remain in effect for a period of *the remaining calendar year*.

9*. Termination*

In the event Customer fails to make any of the payments the webmaster has the right to discontinue Web Site maintenance until payment in full is paid.

10. Assignment

> **10.1. No Assignment of Obligations**

Neither Party may assign any of its respective obligations under this Agreement without the express written consent of the other Party.

> **10.2. Assignment of Owner's Rights.**

Customer may not assign or sublicense all or any portion of Customer's rights under this Agreement to any third party, without the permission of Developer.

> **10.3. Use of Web Site for Promotional Purposes**

Customer may grant Developers the right to use the Web Site for promotional purposes and for to cross-link it with other Web Sites developed by Developers (pending negotiation).

11. Joint Drafting and Neutral Construction

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

12. Validity of Agreement

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

13. Entire Agreement

This Agreement, including any attachments, contains the entire agreement of the Parties relating to the rights granted and obligations assumed herein. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be charged.

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14. Venue and Applicable Law

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of *Maryland* , and the Parties hereby submit to the jurisdiction of and venue in the Baltimore, County, Maryland Superior Court in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.

15. Attorney Fees and Costs

In any action brought under this Agreement, the prevailing party shall be entitled to recover its actual costs and attorney fees and all other litigation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment.

Each party represents and warrants that, on the date first written above, that they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below.

16. Domain Name

Any domain name registered on Customer's behalf will be made in Customer's name for both the billing and administrative contacts. The technical contact is generally required to be the hosting ISP. Developer will not register domain names in Developers name. Each party represents and warrants that, on the date first written above, that they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below.

Chassity Greer of Optical Weight Loss By (signature required): _____ Printed Name: _____ Title: _____ Date Signed: _____	**KUB Information Technology Technician** By: _____ Kenric Barclay Title: Owner/Developer/Technologist Date Signed: _____