

# **SERVICE AGREEMENT**

THIS AGREEMENT is made by and between DESIGN106 CORPORATION DBA BUILD MY CONDO WEBSITE, ("Build My Condo Website"), with offices at 9302 NW 49<sup>th</sup> PL Sunrise FL 33351 and "Client" as named in the Membership Subscription Form, with offices at: location specified in the same Membership Subscription Form.

The Agreement shall be effective as of the date in which it is accepted by Client as set forth in the Membership Subscription Form/Signature page hereof. (The "Effective Date").

WHEREAS, Client wishes to obtain certain services from Build My Condo Website, and Build My Condo Website wishes to render such services for Client.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in reliance upon the representations and warranties hereinafter contained, Build My Condo Website and Client agree as follows:

## **ARTICLE I — RESPONSIBILITIES OF THE PARTIES**

### **Article I, Section 1: Scope of Services**

- (a) Build My Condo Website will render the services described in the Scope of Work, a copy of which is attached hereto as Exhibit A.
- (b) The Scope of Work represents a best estimate of the services requested by Client, additionally, the Scope of Work contains an outline of the information required by Build My Condo Website from Client to perform its services.
- (c) The parties may, upon mutual consent, modify the Scope of Work.

### **Article I, Section 2: Communication**

- (a) Client understands and agrees that prompt submission and or posting of Client's materials, included but not limited to files, documents, notices, is necessary for Build My Condo Website to complete its work. As such, Client will make best efforts to provide such information to Build My Condo Website in a timely fashion.
- (b) Client understands and agrees that Build My Condo Website will not complete work until Client provides Build My Condo Website with the information

requested by Build My Condo Website on the Scope of Work on Exhibit A hereunder.

- (c) Client understands and agrees that untimely furnishing of such information to Build My Condo Website may delay the project, and full compliance of the Client's Website according to Florida Law requirements. Client will hold Build My Condo Website harmless for any delay in project completion arising out of Client's failure to furnish information required by Florida Law on a timely basis.
- (d) Clients understands and agrees that all information, files, bylaws, etc., Not submitted in electronic format; (PDF, JPEG or Similar) generates surcharges for converting non-electronic media into digital format.
- (e) Client understands and agrees that after initial setup, it is client's sole responsibility to post and/or upload to the condominium association's website any documents, included but not limited to notices, meeting agendas, reports and any other files required by Florida Law. For the sake of clarity, after project completion, Build My Condo Website does not posts electronic files, nor converts and posts non-electronic files to client's website.
- (f) Clients understands and agrees that after initial website setup, posting or uploading any new notices, meeting agendas, files or documents required by Florida Law to maintain compliance is sole responsivity of Client.

Article I, Section 3: Payment for Services Rendered

- (a) Definitions
  - (i) Website Fee: Monthly fee paid by Client for basic services to be rendered by Build My Condo Website. The Website Fee is payable on Effective Date and thereafter the first day of each calendar month.
  - (ii) Basic Services: Those services rendered by Build My Condo Website to Client in consideration for Client's payment of Client's ongoing payment of the Website Fee, an exclusive list of which is provided on Exhibit A hereto.
  - (iii) Maintenance Services: Services rendered by Build My Condo Website relating to updating software, and other routine maintenance tasks.
  - (iv) Billable Time: Time expended by Build My Condo Website rendering services to Client beyond the scope of this Agreement, to be measured

in half-hour increments. Billable Time does not include time expended by Build My Condo Website in rendering Basic Services to Client.

- (b) Client will pay Build My Condo Website for its services rendered according to the Fee Table provided in Exhibit B hereto. Such fees include, but are not limited to the following:
  - (i) WEBSITE FEE: Client will pay Build My Condo Website the Website Fee, payable on or before the first day of each calendar month. After the first anniversary of the Effective Date, Build My Condo Website may alter the Website Fee by providing 45 days written notice to Client.
  - (ii) FILES CONVERSION FEE: Client will pay Build My Condo Website a Files Conversion Fee for, including but not limited to, documents, files, bylaws submitted to Build My Condo Website in a non-electronic format, hard copies.
  - (iii) ADDITIONAL FEES: Client will pay Build My Condo Website any additional fees as set forth in Exhibit B hereto.

Article I, Section 4: Payment Terms

- (a) Client will pay the Website Fee, on or before the first day of each calendar month through an automatic payment mechanism as provided hereto.
- (b) Build My Condo Website will provide Client with monthly invoice. Build My Condo Website may charge Client's credit card, debit card, or bank account on file for the amounts owing; otherwise Client will submit payment within 15 days.
- (c) Submission of all invoices and receipts will be via electronic mail. To Client's email address as provided in the Membership Subscription Form or as Client may otherwise designate to Build My Condo Website in writing.
- (d) If Client fails to make payment by the due date, Build My Condo Website may suspend ongoing service for Client until such time that full payment of the outstanding balance has been received. If full payment is not made 30 days after the due date, Build My Condo Website may replace, modify, or remove the web site, and revoke Client's license of Build My Condo Website' until full payment has been received; exercise of these remedies by Build My Condo Website will not remove Client's obligation to pay such amounts owing.

#### Article I, Section 5: Term and Termination

- (a) Unless terminated as provided herein, this Agreement will commence on the Effective Date and will continue in effect for a term of one year. Thereafter, this Agreement will automatically renew annually unless otherwise requested by either party in writing at least 30 days prior to the renewal date.
- (b) After the first renewal, either party may terminate this Agreement by providing notice to the other party in writing, with termination to take effect 30 days thereafter.
- (c) Within 15 days of the termination of this Agreement by either party, Build My Condo Website will submit to Client a final invoice for all amounts owing. Within 15 days following the submission of the final invoice to Client by Build My Condo Website, Client will make final payment to Build My Condo Website.
- (d) Build My Condo Website reserves the right to terminate this Agreement without prior notice to Client if Build My Condo Website reasonably believes that:
  - (i) Client, its agents, or its affiliates, is engaged in illegal activity.
  - (ii) Client's web site, or any material contained therein, contains material that is illegal or immoral.

### **ARTICLE II — Relationship Among the Parties**

#### Article II, Section 1: Relation of the Parties

The performance by Build My Condo Website of its duties and obligations under this Agreement will be that of an independent contractor; nothing in this Agreement will create or imply any relationship of employment, partnership, joint venture, or agency between Build My Condo Website and Client.

#### Article II, Section 2: Modification of this Agreement

- (a) The parties may modify any portion of this Agreement upon their mutual consent, which shall be in writing.
- (b) No modification or attempted waiver of any of the provisions hereof shall be binding unless it is contained in a written instrument that makes specific reference to the provision in this Agreement which is to be modified or waived, and such instrument is signed by duly authorized officers of the parties hereto.

### Article II, Section 3: Ownership of Intellectual Property

- (a) To the extent that Client makes timely payment of all amounts owing hereunder, Build My Condo Website grants Client a license to use intellectual property created or developed by Build My Condo Website. Build My Condo Website may display such property in its advertising and promotional materials as evidence of its work product.
- (b) Client hereby represents and warrants to Build My Condo Website that:
  - (i) Client will obtain all necessary permissions and authorizations with respect to the use of all copy, graphic images, registered company logos, names, trademarks, or any other material it supplies to Build My Condo Website for inclusion on Client's web site, or for inclusion in other marketing materials created by Build My Condo Website (the "Supplied Material").
  - (ii) Build My Condo Website's use of the Supplied Material as contemplated herein will not interfere with or violate any agreements with, rights of, or obligations to other parties, including, without limitation, any third-party patent, trade secret, trademark, copyright or other intellectual property rights.
  - (iii) Client shall indemnify and hold harmless each of Build My Condo Website and/or its affiliates and their respective officers, directors, employees, agents and representatives from and against any and all claims, liability, damage, loss, cost or expense (including reasonable attorney's fees and costs) (collectively, the "Losses") arising out of, in connection with, or related to Build My Condo Website's use of the Supplied Material.
  - (iv) Client will own the Web domain associated to the Condominium Association's Website, and it is Client's responsibility any domain dues payable to a third party domain provider.

### Article II, Section 4: Confidential Information

- (a) All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Build My Condo Website, and will not be disclosed or used by Build My Condo Website except to the extent that such disclosure or use is reasonably necessary to the performance of Build My Condo Website's Work. Such

reasonably necessary disclosure includes, but is not limited to, disclosure to independent contractors retained by Build My Condo Website.

- (b) All information relating to Build My Condo Website that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement. Offers and proposals made by Build My Condo Website to Client, and all information contained within them, including, but not limited to, technical features, functionality, design features, and pricing information, will be treated as confidential and proprietary.
- (c) The obligations of confidentiality will extend for a period of 1 year after the termination of this Agreement but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

### **ARTICLE III — Miscellaneous**

#### Article III, Section 1: Governing Law; Construction

- (a) This Agreement will be construed pursuant to the laws of the State of Florida.
- (b) The parties agree to litigate any claims arising out of or relating to this Agreement in the courts located in Broward County, Florida.
- (c) If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of this Agreement will not be impaired thereby.

#### Article III, Section 2: Counterparts; Facsimile Copies

This Agreement is executed in one counterpart, which shall be deemed original. The parties also agree that an electronic or facsimile copy of this Agreement may be accepted as an original, and that facsimile copies of the parties' signatures – including electronic signatures – may be treated as original and admissible evidence of this Agreement.

#### Article III, Section 3: Limitation of Liability

- (a) This Agreement and any exhibits attached hereto (which are incorporated into and made a part hereof) contain every obligation and understanding between the parties relating to the subject hereof and supersede all prior or contemporaneous discussions, negotiations and agreements, if any, relating to the subject hereof.
- (b) There are no promises, conditions, undertakings, understandings, warranties or representations, whether written or oral, express or implied, between the parties other than as expressly provided or referred to herein.
- (c) NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, PROFITS, DATA, OR ANY OTHER LOSS) INCURRED OR SUFFERED BY THE OTHER ARISING OUT OF OR RELATED TO ANY EVENT BEYOND THE CONTROL OF BUILD MY CONDO WEBSITE, INCLUDING, BUT NOT LIMITED TO, FAILURE OF THIRD PARTY SOFTWARE, FAILURE OF THIRD PARTY HARDWARE, THIRD PARTY WEB HOSTING SERVICES, NATURAL CATASTROPHE, OR ACT OF GOD, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

#### **EXHIBIT A: SCOPE OF WORK**

##### **I. SERVICES REQUESTED BY CLIENT**

###### **Prime Compliance Plan**

1. A compliant website as required by Florida Law for Condominium Associations
2. Mobile friendly design
3. Log-in feature for each unit/apartment
4. One (1) email account with 50GB
5. One (1) TB of storage for documents
6. Fillable E-forms (up to 10)
7. Calendar module
8. News board module
9. Content management panel
10. Management video tutorial
11. Up to two (2) hours per month of online support or scheduled phone support.

III. INFORMATION PROVIDED BY THE CLIENT

- A. Current hosting and domain access credentials, if applicable.
- B. Any desired photos or images to be included.
- C. At least one weekly feedback session if required by Build My Condo Website.
- D. Any copy or texts to be added.
- E. Client's logo in high resolution or .EPS format preferably.
- F. All documents required by Florida Law in regards of a condominium association website.
- G. Posting and or uploading any updates, included but not limited to notices, agendas, reports files or documents required by Florida Law to maintain compliance is Client's sole responsivity.

**EXHIBIT B: FEE TABLE**

Website Fee	\$ 80 monthly
Files Conversion Fee: <i>Only if/When requested by Client.</i>	\$ 0.50 per page;
Billable Time: <b><i>Only applicable under previous request by Client for special or further developments beyond the scope of the Membership.</i></b>	\$ 120/hour, up to 10 hours. \$ 85/hour above 10 hours, per year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.