

Net Diatom
Website / Design &/or mobile application Agreement
Revised 3/19

This Website/Design Agreement &/or mobile application (“Agreement”) is being made between [the proposed customer/client] (that’s “You”) and [Net Diatom LP also dba Chicago Media Firm (www.netdiatom.com)] (that’s “We” or “Us”). [Net Diatom LP] may also be referred to as “Party” or together as the “Parties”.

1. Web Design / Media design Services

We provide a custom tailored web design and hosting experience. We will provide You with the following services (“Services”) in a timely and professional manner. The delivery date of the product varies and is discussed prior to contract agreement (refer to #3 Timeline).

Description of the Services:

Net Diatom offers the following web services;

Startup Web Design Package, Premier Web Design Package, and the Deluxe Web Design Package. Our website packages include .com domain registration (optional and based on availability), web hosting space required to host the site, and maintenance for 12 consecutive months. Websites can be renewed for \$149.99 per year to continue customer support. We charge an additional \$50.00 for SSL certificate level security combined with Cloudflare DdS protection. If you do not purchase an SSL we will still protect any payment gateway page where personal billing information is transferred in compliance with US intellectual property and personal information handling processes. Web Design is a term Net Diatom defines as a web based layout with links and multiple pages containing written content, videos, pictures, blogs, forums, applications, and/or other displayable content online. For Mobile Applications view #14.

2. Cost & Payment

Net Diatom reserves the right to set, change, modify, or restrict the sale of any of our services or media products at any time. The general cost guide is below;

Standard Web Design \$1149.99

Premier Web Design \$2499.99

Deluxe Web Design \$6499.99

Website Health Check report \$19.99

Promotional Video Package \$499.99

Payments or partial payments are available for a \$49.99 fee per 30 day period

A \$19.99 late fee will apply on payment plans every 14 days past due . Mobile applications have prices that vary and are pre-discussed. Personal quotes have prices that may vary. Your client invoice will detail your balance and payments. For mobile application info refer to #14 of this contract agreement.

3. Timeline

We know You are excited to receive your final product, and We don't want to leave You waiting. Our professional staff will begin working on your project right away. Our mandatory standard turnaround time is 3-4 weeks unless otherwise stated. A preliminary design will be created and sent to the client for review and changes. Only one major design change is included per contract. Client's requesting a third or any additional major change will be required to pay an additional website service fee/contract fee. For mobile application info refer to #14 of this contract agreement. Net Diatom will maintain and host a clients product for 365 days from contract creation and can cancel the service if not renewed immediately after that duration regardless if the domain remains active or not.

We want to keep You informed of the progress We are making on your website or mobile app. We will share our work with You via Google Docs, WeTransfer, or other file sharing service and be available to answer any questions You may have during that time. Our website has a client ticket center and 24/7 live chat assistance. Clients can upload and share content in a designated file that uploads direct to our servers. To access this visit <http://netdiatom.com/upload/> and use the following credentials: Login; client Password; Secure19.

Completion & changes prior to release:

We will be available for you during the duration of your contract to provide You with reasonable technical support and correct any possible errors or deficiencies. The process prior to going live includes a design made custom to your initial ideas and needs, the designer will contact you and provide a preview link similar to www.netdiatom.com/clientpreview/CLIENTNAME , the temporary preview is copyright by Net Diatom and can not be reproduced without consent. The temporary preview design will stay active for 12-24 hours only. If during the contract the client has a change request or other need they must follow the following procedure. Clients requesting a change or update are served by severity and on a first come first serve basis. Net Diatom determines the change order by using an internal ticket system. The system allows users to check the status of their request and follow the progress. Net Diatom completes all changes within 48 hours of submission. Redesign requests will not be honored. To submit a ticket the client can access <http://netdiatom.com/support/> to check the status or submit a ticket. For mobile application info refer to #14 of this contract agreement

4. Copyright Notice

A Copyright notice that states “©[Net Diatom]” will be displayed on the bottom of each page of your website unless otherwise arranged.

5. Intellectual Property

You will own the masterpiece, also known as the website, that We design for You and any visuals that We provide with it. If you have possession of a web domain prior to hiring Net Diatom, you will maintain payment and status of that domain independent from our company. We will turn over our design, including any necessary files. We are not required to keep copies of images or documents. You guarantee that You have the legal right to all elements of text, photographs, and anything else that You provide to Us and that You will not hold Us responsible for any thirdparty claims.

We will own any copyrightable work, ideas, inventions, products, or other information that We create in connection with the Services We are providing. We guarantee that We have the legal right to all elements related to the Services We are providing and will not hold You responsible for any third-party claims.

6. Confidentiality

Your secrets are safe with Us. This includes your proprietary information (things like trade secrets, know-how, or any other confidential information that is not publicly available). We promise We won't sell your proprietary information to a third-party, no matter how much they offer Us until your contract ends. We will still complete work for competing organizations unless previously discussed prior to the contract agreement.

7. Assignment

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing unless Net Diatom is sold and or transferred or dissolved as a company in which case a 30 day notice will be issued to notify clients.

8. Termination

We would really hate to see You go. If you decide as a client or organization that you wish to terminate our hosted product, You can end this Agreement by giving Us a ten (10) day written notice and paying Us for the Services that We have completed that remain unpaid. If the client account is up to date and paid in full the termination will be initiated as soon as possible. Orders from government agencies or judicial agencies will be honored and supersede this contract. Net Diatom will cooperate with ongoing investigations or possible crime or legal issues involving any hosted content on our server up to and sometimes requiring the termination of a clients online property / design / or product.

If either Party fails to follow through with their responsibilities or obligations under this Agreement, the other Party can end this Agreement by giving a ten (10) day written notice. Refunds can not be completed after the agreement has been made however a client can disassociate from Net Diatom or their affiliates at any time. If a client moves outside of communication range, becomes terminally ill and/or becomes deceased the client's company or representative/business partners have 30 days to notify Net Diatom. If no contact is completed and Net Diatom attempts to contact the client with no success or communication after 45 days the contract is void and no refunds will be provided.

This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been made.

9. Limitation of Liability

Your liability to Us is only for the costs payable under this Agreement. You will not be liable to Us, or any third-party, for damages like lost profits, lost savings, incidental damages, consequential damages, or special damages.

10. Dispute Resolution

- a. **Negotiation:** We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- b. **Mediation/Arbitration:** If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.
- c. **Litigation:** If litigation is necessary, this Agreement will be interpreted based on the laws of the State of Illinois, regardless of any conflict of law issues that may arise. The Parties agree that the dispute will be resolved at a court of competent jurisdiction in the agreed upon State.
- d. **Attorney's Fees:** The prevailing party, or "winner" as non-lawyers call it, will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

11. Severability

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

12. Complete Contract

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

13. Notices

All notices under this agreement must be sent by either email with return confirmation of receipt, or certified or registered snail mail with return receipt requested.

Notices should be sent to:

Net Diatom www.netdiatom.com

200 E Randolph St, Chicago, IL 60601

contact@netdiatom.com

14. Mobile Application Agreement

You agree to release a mobile application under the name Net Diatom or their affiliated companies unless otherwise stated. Mobile applications will come with an additional charge not covered in this contract. Mobile application clients understand that the Google play store submission will cost \$50.00 paid to Net Diatom at the time of submission to cover Google Fees and submission. If you elect to submit your application to Apple for ios use you agree that you understand apple takes additional time to approve mobile applications and generally take 1-3 months for placement. You also understand apple store submission will come with an additional charge of \$125.00 paid to Net Diatom at the time of submission to cover apple developer fees and submission aggregation. Mobile applications generally mimic our website design and work as a companion to the original website. The mobile application requires a renewal of \$25 per each store listing each year for maintenance. If a change is made on a mobile application the submission process and additional prices are repeated per each adaptation to cover the developer submission aggregation.

15. Meetings / Phone Communication

We are a thriving and digital business. We have multiple team members and agents assisting in the process to create your design and maintain our service. We do meet clients on a by appointment only basis. We can meet at one of the 3 locations in Chicago that are predetermined by our company guidelines. We generally communicate on a live chat / email / and ticket submission basis as we serve clients across the United States and are often remote. In person consultations are not included in the contract price and require a \$25 per hour charge with a 3 hour minimum charge. Unscheduled in person consultations will be refused.

16. Parking Validation

We offer parking validation during appointment times and during the building business times only. DO NOT PARK in Microsoft employee parking spots, we will not be responsible for Microsoft towing costs.

17. Client payment issues / payment plan

Net Diatom will always work a clients financial situation and participate to be a solution for the clients needs. Hardship payment deferral and hardship payment forgiveness are options which all clients are qualified to apply for. These accommodations are viewed by request only and have to be initiated by a clients request. If you maintain contact and keep Net Diatom informed of any

struggles or issues we will personally evaluate and react to your situation. We aim to provide a personal level of client to provider relationship to best serve our clients.

18. Grant / Free Development agreement / Free For Animals Initiative

Net Diatom holds a special place for animals and pets. Organizations chosen as recipients of the Free For Animals Grant Initiative do not pay any money for their design / application / or hosted information. Consideration is only provided to those who apply and are selected via this direct page link <http://netdiatom.com/Animals/>

19. Hosting

We host our own web designs and sites because we can not rely on outside servers. Companies like host gator, go daddy, and other reseller web/host sites have a limited web design application which does not allow for custom html, head and body tag codes, crawler services, and custom sql/php script run applications. These hosting platforms also restrict on design aspects with scrolling CSS technology and active script language etc. Live chat and popup features are disabled and will not function on third party services. Our servers are hosted via CDN and have a main home in the Netherlands with 24/7 support and battery backup support. We backup our designs and can replace the design if it is destroyed and/or lost via malicious or accidental attacks. If you must use your own host you agree to the design restrictions that may occur using this third party.

20. Content Transfer / Leaving Net Diatom

We would hate to see you go but if you want to we will not have any hard feelings. No refunds for the current period will be refunded. We will honor transfer and/or deletion requests within 48 hours of the request receipt. We can provide a zyro build file of the original web design package or provide the files from the Index directory to you at your request. Domain transfers will require a \$25 transfer charge at the time of domain transfer.

21. External Content Hosting / Third Party Widget or app integration

We offer some additional third party scripts that provide our clients with services that they require. We utilize platforms that sometimes require third party agreements or contracts. An example for this would be large or HD video hosting, streaming services, pay per view, amazon prime video distribution and others. These services generally require the client to have a paid package or special royalty agreements that are separate from Net Diatom. If these services or platforms are used the client is required to maintain the third party subscription unless otherwise discussed prior to this agreement.

22. Web Security

SSL certification scripts that provide https: are available to clients for an additional charge and can not be transferred or changed. We have a flat rate \$50 SSL fee for 1-30 years of hosting.

23. Refunds and/or exchanges

We do not offer refunds or exchanges for hosting, web based designs, custom design products or services. Within the initial design phase (typically 1-3 weeks after agreement) if you choose to cancel your design/website/application or other project you can transfer the paid service agreement to another project or company that you choose and Net Diatom will honor the agreement.

24. Referral / Affiliate compensation

If you as an active client refer a new client that hires Net Diatom and completes a contract agreement with our company we will compensate the referring client with %10 off the total order price and then take 10% off the new clients project. The compensation will only be distributed 1 month after the contract start and if you notify Net Diatom of your referral in a ticket submission within 30 days of the new clients contract agreement. Net Diatom and its agents reserve the right to refuse, adapt, cancel, and restrict this referral compensation at any time within reason to protect against exploited compensation abuse.

25. Abuse Policy

We have a zero tolerance abuse policy with client communication. If you threaten, extort, intimidate, and or mistreat or disrespect a Net Diatom company employee, agent, or representative the company will report the communication to local authorities and the client can risk hosting refusal and disassociation up to and/or including client deletion and contract forfeiture. This abuse is defined by a case by case basis determined by the current acting Net Diatom senior representative at the time of incident.

26. Service Disruption

Rare occurrences present issues related to server uptime. We provide a consistent content display but can not be held responsible for server overloading and/or deliberate DDoS attacks against a domain or server. These occurrences are recorded and provided to the client in the event the issue takes place. If a client is a target for social or malicious digital espionage an additional DDoS hack protection can be purchase via cloudflare security services. These additional protections would require an additional payment outside of this contracts agreement. Each quarter of hosting time requires security updates, database relocation and/or temporary electrical or bandwidth outages. At times that this place some hosted client sites become unavailable for a limited but unknown amount of time. We guarantee a 99% server uptime service and can provide you with real time notifications via email at any time the site becomes unavailable via a free third party service however you must elect to receive this within 6 months of the contract agreement.

27. Emergency and immediate contact clause

We do our best to maintain our list of clients and provide a personal and individual service for each company or client. We understand sometimes issues are discovered that limit business efficiency or website flow and need a more immediate resolution. In the case of a dire issue clients are still required to submit a ticket but are encouraged to change the ticket priority to URGENT. We understand issues may develop however to be fair to other clients we must maintain our policy of resolution ticket que order assignment. A ticket marked urgent is reviewed immediately and is dispatched based on severity to help assist clients with urgent or operation ceasing limitation issues. Net Diatom will always attempt to be prompt and personal however sometimes a ticket may go the entire 48 hour resolution time until it receives a resolution or ticket update.

28. Priority Clients

Net Diatom is fortunate enough to consistently gain new clients and maintain repeat customers who are engrained in the Net Diatom family. With such a large client base we do our best to treat each client as our only one. At times clients will receive notification of company downtime, this usually indicated our staff has left town to assist a client out of our area. In these rare occasions

ticket requests usually go 48 hours until a response is received. Every client is our PRIORITY client and is assisted based on severity, staffing availability, and ticket submission order.

29. Contract and minimum payment requirements to initiate service

Net Diatom will not be required to prove, provide, commit to, and or produce any design or project until an initial payment is completed and accompanied with a completed contract agreement. We have a priority to dedicate our time to active paying clients and must accommodate them first and foremost. (Uncommon)Any design work, ideas, or presentations created prior to a contract agreement will be destroyed within 48 hours however the creation of any design is rare prior to contract agreement.

30. Artistic disagreement and vision failure

Sometimes clients and creative agencies like Net Diatom have artistic differences that conflict with the ability to complete a compromising product. If a contract is active and the client receives a second design they can not work with to adapt or considers unusable the client can pay an additional \$250 design fee to receive an additional major design change. If the client refuses the redesign fine and considers the first 2 designs irrelevant Net Diatom can opt to dissolve the contract at the current payment history. If a client has hired Net Diatom and had our design team create an initial design and then received a redesign request from the client and provides the second design with no resolution the client can mutually dissolve the agreement and forfeit any current payments within this contract and agrees to have Net Diatom remove the content from a live format.

31. False Start Clause

Rarely a client and Net Diatom designers may fail to see eye to eye on certain projects due to various unforeseen circumstances prior to the reveal of a project. It is rare that we can not reach understanding and cooperation between us and a client but sometimes the incident may occur. If a client chooses to retract their agreement prior to the initial product design reveal the initial payment can be refunded. In any case where any form of online design is completed and shared or previewed by a client the refund and dissolution of the agreement is not accepted within the Net Diatom False Start Clause and refunds will not be granted. The false start retraction must be completed by the client within 30 days of the contract agreement and can not be claimed after a design is presented.

32. Website and Mobile application design add ons

Net Diatom does provide outstanding and personal design services however is not required to produce content, images, logos, splashscreens, and other displayable imagery. Additional design services can be arranged for an additional payment and can help clients obtain professional visual images, logos, and other custom design aspects. Changes requested for images or other media made by Net Diatom for customer benefit but not contractually hired specifically can be removed but not necessarily adaptable per request. Custom image and media manipulation is not an included service provided in this agreement and Net Diatom may refuse specific image, gif, media, logo, and other custom design requests from clients. Clients are expected to provide verbiage or dictated written content, logos, images, and other items. Net Diatom is not primary content creation service oriented.

33. Authorized Client Representative

The only authorized client representative is the initial individual who hires Net Diatom and begins the contract. Business partners, affiliates, employees, or product users can not interact with Net Diatom staff for any reason unless previously discussed and authorized.

34. Contract Agreement

You understand that by hiring Net Diatom and or it's affiliates, freelance agents, and outsourced affiliate agencies for your design that you agree to the terms of this Agreement, please sign below. This Agreement will become effective based on the contract start date.

Net Diatom

LP

A handwritten signature in black ink, appearing to read 'Jeremy D Higgs', is written over a vertical line that serves as a signature line.

Name: Jeremy D Higgs – Limited Partner

Date:

Client / Customer

Signed: _____

Name: _____

Title: _____

Date: _____