

WEB DESIGN AGREEMENT

This agreement is made between the Hancock County, ~~IN~~ Tourism Commission located in Greenfield, Hancock County, Indiana (hereinafter “Commission”) and CrossPointe Studios, LLC of 1550 Millbridge Parkway, Waxhaw, NC 28173 (hereinafter “CPS”) (jointly referred to as the “Parties”) effective on this date:

1. **Community Snapshot Technology Program.** CPS ~~agrees to~~ shall provide the Commission with the production of business boxes and web integration of the Community Snapshot technology for Eat, Shop, Play, Events, and Stay. CPS will fulfill all of the behind-the-scenes work including production, design, and ongoing support (as needed) for the Community Snapshot program. All businesses featured on the site will be randomly presented in order for fair promotion. The final categories will be determined by the Commission. CPS will also train ~~the designated representatives of the~~ Commission ~~on~~ about how to make changes and edits to the Community Snapshot program on its own.

2. **Website Redevelopment.** CPS ~~agrees shall~~ to conduct a complete redevelopment of the Commission’s existing website into an entirely new website. This includes content migration, file/media transfer, user login management, calendar of events plugin, as well as training for backend management of the new site for all designated Commission staff members. The new website will be developed on the content management system WordPress. CPS shall perform its work under this agreement in a good and workmanlike manner, consistent with industry standards, and warrants to the Commission that the new website will, upon completion, be fully functional and shall operate as it is intended to perform. CPS agrees that it shall correct any non-functioning aspect of the new website within a reasonable time of receipt of written request for correction being provided by the Commission.
 - a. **Hosting.** There are no hosting charges for this project.

 - b. **Future Development.** If the Commission requires future development on the website, above that which ~~they it~~ can do on ~~their its~~ own through the content management system, including plugin integration, graphic design, etc., CPS will bill the Commission \$75/hour for custom development. Within two weeks of the completion of the new website, CPS shall provide any additional development needed by the Commission at no cost.

 - e. **Security/Non-Disclosure.** CPS agrees to keep all login information provided by the Commission (to existing accounts and technologies) private and will not share any new site login information with any 3rd party entities. The Commission also agrees to keep CPS’s proprietary system dashboard and process access limited only to Commission employees.

3. Project Payment, and Timing of Performance. Pursuant to paragraphs 1. and 2. above, the total fee to be paid by the Commission to CPS for the Chamber Snapshot technology implementation and the website redevelopment will be \$7,500 (the "Purchase Price"). The Commission may approve additional development of the website at a cost (not to exceed its \$8,500 budget). A 50% CPS shall invoice, and the Commission shall pay, a project deposit equal to 40% of the Purchase Price will be invoiced upon the signing of this agreement. CPS shall invoice, and the Commission shall pay, an additional 40% of the The final 50% disbursement will be invoiced Purchase Price upon satisfactory completion of the website. The final payment of 20% of the Purchase Price will be paid by the Commission within 10 days of the site going live, assuming the site is delivered and is performing as promised. If the site is not performing as promised after it goes live, the Commission will provide CPS with written notice of non-performance within 10 days of the site going live, and CPS will then take all immediate and reasonable steps necessary to correct any noticed issues. Upon correction of all noticed issues with the site, the Commission will then make payment of the final portion of the Purchase Price. must be processed in order to take the site live.

4. Time for Performance. CPS will complete the Community Snapshot technology implementation and the website redevelopment no later than 60 days following the signing of this agreement and receipt of initial payment. The Parties may mutually agree to an extension of the 960-day deadline for performance, but such agreement must be in writing signed by both Parties and will not supersede any other provision of this Agreement.

3. Intellectual Property. Upon completion of the work in developing the new website and payment of the fee described in paragraph 3 above, CPS agrees to assign and hereby does assign to the Commission, its successors and assigns, all of CPS's right, title, and interest in and to any and all content in the website, including but not limited to the source code for the website. CPS agrees to assign and hereby does assign to the Commission and its successors and assigns, any right, title and interest in and to copyright applications, copyrights or other intellectual property rights that exist by reason of, or may be claimed or obtained on any of the website content.

4.5. Indemnification. CPS shall defend, indemnify, and hold the Commission harmless from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses (including attorneys' fees) which Commission may suffer or incur arising out of or in connection with any claim that the Commission's use of any of the content in the new website infringes, violates, and/or misappropriates any patent, copyright, trade secret, trademark, or other third party intellectual property right, proprietary right, or contractual right. In the event that the Commission is in any way enjoined from using the new website or any portion thereof based on the previous sentence, CPS shall promptly, at its own expense (including, but not limited to the payment of any royalties occasioned by the following) either: (i) provide to the Commission a non-infringing means of using the

website; (ii) negotiate and procure for the Commission the right to use the website without restriction; or (iii) refund to the Commission all amounts paid for the website directly attributable, on a pro-rata basis, to or affected by the infringing component of the website.

5.6. Termination. This Agreement can be terminated at any time by the Commission. At such time, all services will cease. For questions, contact CPS at (317) 771-0262.

6.7. Drafting of this Agreement. The Parties acknowledge and agree that this Agreement has been negotiated at arm's length, and that each party has had the opportunity to participate in the drafting of the Agreement through counsel of that party's choice. Accordingly, nothing in this Agreement shall be construed against any party to it on the grounds that such party is the drafter, or the person who caused a particular provision to be drafted.

7.8. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Indiana without regard to any jurisdiction's choice-of-law rules. If any legal action or other proceeding brought to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and legal costs incurred.

8.9. Amendments/Modifications. This Agreement may not be amended, changed or modified, or any covenant or provision hereof waived, except by a written agreement, executed in writing by the Parties hereto.

9.10. Severability. If any term of this Agreement is, for any reason, held to be invalid, unenforceable, or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected by such determination and shall remain valid and fully enforceable.

10.11. All Waivers in Writing. A failure by any party to enforce any term of this Agreement upon its breach does not waive enforcement of the term that was violated, nor does it waive enforcement of any other term of this Agreement. To be effective, any waiver of rights under this Agreement must be in writing and signed by the party waiving such right or rights.

11.12. Counterparts. This Agreement may be executed in one or more separate counterparts, each of which, when executed, shall be deemed an original and shall together constitute one Agreement, which may be sufficiently evidenced by any one counterpart, and each of which shall be fully effective against all persons executing or claiming under this Agreement. Facsimile and electronic signatures shall have the same force and effect as original signatures.

13. Complete Agreement. This Agreement is the final, complete and exclusive Agreement concerning its subject matter, superseding any prior or contemporaneous written or oral agreements. There are no other representations, warranties, agreements or undertakings, written or oral, between or among the Parties to this Agreement, or those released in it, that are not fully expressed in this writing.

14. Non-Discrimination and Compliance. CPS acknowledges that the Commission is a political subdivision of the State of Indiana and is required to include certain compliance provisions in its contracts under Indiana law. Consequently, CPS shall comply with all state, federal, and municipal laws, regulations, and standards applicable to its activities pursuant to this Agreement including, but not limited to, the requirements imposed by Ind. Code Sec. 22-9-1-10 (non-discrimination), the provisions of I.C. 5-22-16.5 (disqualification for dealings with the Government of Iran), and the provisions of I.C. 5-22-5-1.7 (requiring E-verify for new employees and prohibiting employment of unauthorized aliens). Each of the foregoing provisions are incorporated herein as if set forth in full and CPS certifies that it is in compliance with each such provision and shall remain in compliance through the term of this agreement.

12.15. No Collusion. The undersigned offeror or agent of the offeror, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the limited liability company represented by him entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Agreed to by the undersigned:

CROSSPOINTE STUDIOS, LLC

By: Brian Wrasman

CEO

I affirm, under the penalties for perjury, that the representations I am making on behalf of Crosspointe Studios, LLC, in paragraph 14 of this agreement above are true and accurate.

Brian Wrasman

HANCOCK COUNTY, IN TOURISM COMMISSION

By: Commission Representative

Title