BIGRIGMEDIA

WEBSITE DEVELOPMENT AND HOSTING AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 202_ (the "Effective Date") by and between Big Rig Media LLC ("Developer") and _____ ("Customer").

Recitals

A.   Developer has experience and expertise in the development and hosting of web sites.

B.   Customer desires to have Developer produce and/or host a web site (the "Web Site") to meet its needs and make the Web Site available for browsing on the internet.

C.   Developer desires to develop and/or host the Web Site and make the Web Site available for browsing on the internet on the terms and conditions set forth herein.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Developer hereby agree as follows:

1.   **Development; Changes**. Developer agrees to develop the Web Site according to the terms specified herein and listed on Exhibit A attached hereto and incorporated herein by reference. Following discussions with Customer, Developer will create one proof of concept design for a desktop computer, a mobile tablet and one additional secondary content page for Customer's review. Two rounds of Customer revisions are included in the development Fee. Additional rounds of revisions are available to Customer from Developer at the rate of $145.00 per hour. The Web Site parameters and characteristics determined according to the above process shall be the "Specifications."

2.   **Hosting**. Developer agrees to host the Web Site according to the terms set forth herein and in Exhibit B attached hereto and incorporated herein by reference.

3.   **Compensation**. Customer shall pay Developer the fees (the "Fees") for the development in accordance with the terms set forth in Exhibit A and for the hosting services in accordance with the terms set forth in Exhibit B. Customer shall provide Developer with Customer's payment information prior to Developer commencing services (which may be in the form of the authorization form set forth on Exhibit C attached hereto). In the event Customer fails to make any of the payments when due, and does not cure such failure within fifteen (15) days after receiving written notice of such failure, Developer has the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove content from servers owned by Developer, and/or (3) bring legal action.

4.   **Refunds**. There shall be no refunds of the Fees unless expressly provided for herein.

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5. **Term and Termination**.

(A) **Term of Agreement**. This Agreement shall be effective as of the Effective Date and shall remain in force for a period of 99 years, unless otherwise terminated as provided herein.

(B) **Termination of Development Work**. Customer may, at its sole option, terminate any or all Web Site development work outstanding, or any portion thereof, immediately upon written notice. Upon receipt of notice of such termination, Developer shall invoice Customer for all development performance that has been completed through such date, and Customer shall pay Developer for all work performed. Developer shall collect, and upon payment of the invoice described above and subject to Section 6 below, shall deliver to Customer, whatever work product and deliverables then exist in a manner reasonably prescribed by Customer. Except pursuant to Section 5(d) below, Developer may not terminate any development work under this Agreement without the prior written consent of Customer.

(C) **Termination of Hosting**. Customer may, at its sole option, terminate Developer's hosting of the Web Site with thirty (30) days' prior written notice to Developer, and Developer may, at its sole option, terminate Developer's hosting of the Web Site with sixty (60) days' prior written notice to Customer. Upon the effectiveness of such termination, provided all hosting fees have been paid, Developer will transfer to Customer a complete copy of the then-current Web Site final output and files in a format and in a manner reasonably prescribed by Customer. In the event such transfer results from Customer's termination of Developer's hosting of the Web Site, Developer may maintain one complete electronic version of the Web Site, including all code therefor (and shall " wipe" all other versions thereof off of its computers and media, including back-up copies), until Customer informs Developer in writing that the transferred files appear to be complete, at which time Developer shall "wipe" its final copy of the Web Site off of its computers and media.

(D) **Termination for Cause**. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of a breach of a material provision of this Agreement by the other party, provided that, during the thirty (30) days period, the breaching party fails to cure such breach.

(E) **Right to Remove Web Site**. Without limiting any of Developer's remedies hereunder, in the event (i) Developer terminates this Agreement pursuant to Section 5(d) above, or (ii) Customer is in default of any other contractual obligation to Developer, upon expiration of the 30-day cure period (which shall also apply to clause (ii) above unless said other contractual obligation has an express cure period, in which case that cure period shall apply), the Developer has the right to remove the Web Site from the internet.

(F) **Survival.** Sections 5(F), 6, 7, 8, 9 and 10 shall survive any termination of this Agreement and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

6. **Website Delivery and Ownership Rights**. If Customer is requesting development services hereunder, Developer will use reasonable diligence in the development of

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the Web Site and its commercially reasonable efforts to deliver to Customer an operational Web Site no later than the date set forth therefore on Exhibit A. Customer acknowledges, however, that this delivery deadline is an estimate and is not a required delivery date. Customer shall retain all of its intellectual property rights in any text, images or other components or ideas it owns and transmits to Developer for use in the Web Site. Subject to Customer's payment of the Fee in full, Customer shall (i) hold the copyright for the version of the Web Site as delivered, together with any subsequent modifications to the Web Site, and (ii) retain the right to move the Web Site to other host servers not owned by Developer. Subject to the preceding provisions, Developer shall hold all right, title, and interest, including copyrights, in and to the source code, object code, programming, and original artwork created for the Web Site. Customer agrees not to copy or multiply the Web Site code or other content owned by Developer, nor create other web sites based in whole or substantial part on code or content owned by Developer, except as expressly provided for in this Agreement, and acknowledges and agrees that Customer's ability to make new versions of the Web Site may be limited by the division of intellectual property rights set forth above.

7.   **Confidentiality**. Customer acknowledges and agrees that the Specifications and all other documents and information related to the development of the Web Site, other than any such Specifications, documents and information provided by Customer (the "Confidential Information") will constitute valuable trade secrets of Developer. Developer acknowledges and agrees that all non- public information pertaining to any of Customer's customers or Customer's business shall constitute the valuable trade secrets of Customer and shall be deemed "Confidential Information" herein. Each party shall keep the other party's Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without the other party's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information or use all or any part of the Confidential Information except as necessary to perform work hereunder. 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 and any other information that is publicly available or known.

8.   **Limited Warranty and Limitation on Damages**. Developer warrants that the Web Site will conform to the Specifications. If the Web Site does not conform to the Specifications, Developer is obligated to correct the Web Site without unreasonable delay, at Developer's 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 the Customer. Customer waives any other warranty, express or implied. Customer acknowledges that Developer does not warrant that the Web Site will work on all platforms. Customer acknowledges that Developer is not responsible for the results obtained by the Customer on the Web Site. Company also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Customer. Except in connection with any of

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Developer's indemnification or confidentiality obligations, Customer waives any claim for damages, whether direct, indirect, consequential, or remote, except that Customer's sole and exclusive remedy for damages (either in contract or tort) is the return of part or all of the Fee.

9.   **General Provisions**.

(A)   **Entire Agreement**. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

(B)   **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Exclusive jurisdiction and venue shall be in the Los Angeles County, California superior courts or, if applicable, in the Federal courts located in Los Angeles County, California, and Customer consents to the jurisdiction of and venue in such courts.

(C)   **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of Customer and Developer and their respective successors and assigns, provided that neither party may assign any of its obligations under this Agreement without the other party's prior written consent.

(D)   **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.

(E)   **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.

(F)   **Indemnification**. Each party warrants that all content provided for use on the Web Site is legally owned or licensed to such party. Each party agrees to indemnify and hold harmless the other party from any and all claims brought by any third party relating to any aspect of the Web Site provided or caused by the Indemnifying Party, including, but without limitation, any and all demands, liabilities, losses, costs and claims including reasonable attorney's fees arising out of injury caused by Customer's products/services, material supplied by Customer or Developer, infringement, and defective products sold via the Web Site.

(G)   **Use of Web Site for Promotional Purposes**. Customer grants Developer the right to use the Web Site for promotional purposes and/or to cross-link it with other web sites developed by Developer, provided that Developer first obtains Customer's prior written consent with respect to each such use, which consent shall not be unreasonably withheld.

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(H)   **Right to Make Derivative Works**. Developer has the exclusive rights in making any derivative works of the Web Site while the Web Site is hosted by Developer.

(I)   **Attorney's Fees**. 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 and reasonable attorney's fees and costs, including expert witness fees.

(J)   **Identification of Developer**. Customer agrees that Developer's identification may be annotated within the code or, to the extent approved by Customer, on the Web Site as the authors. Customer consents to the placement of Developer's copyright notices on the Web Site code as necessary to protect Developer's copyrights in the code and other protected content owned by Developer.

(K)   **No Responsibility for Loss**. Developer is not responsible for any down time, lost files, improper links, or any other losses that may occur in the operation of the Web Site, except to the extent caused by Developer's failure to comply with industry standard practices, nor shall Developer be held liable for any remote, consequential, or special damages resulting from downtime, lost files, or the inability to access or operate Customer's Web Site.

(L)   **Domain Name**. Customer shall maintain ownership of any domain name(s) owned by Customer and supplied to Developer for development of the Web Site. Any domain name(s) 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 Developer's name. Customer shall retain the right to move domain name(s) owned by Customer to other host servers not owned by Developer after the expiration of the hosting agreement between Developer and Customer. Customer shall retain the right to establish other domain names that, when accessed by users, will redirect web traffic to the Web Site.

EXECUTED as of the date first written above.

CUSTOMER

By: _____

Title: _____

Date signed: _____

DEVELOPER

By: _____

Title: _____

Date signed: _____

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EXHIBIT A

WEB SITE DEVELOPMENT TERMS

1. Customer agrees to pay Developer a fee of $_____ for the Web Site development according to the following terms:

    A. 50% of the estimated price upon execution of the Agreement,

    B. remaining 50% upon Customer's final approval of the Web Site.

2. Estimated Web Site Delivery Date: _____ __, 202_

3. Customer agrees to the pay for all out-of-pocket expenses incurred by Developer in developing the Web Site in connection with any additional work that is outside the scope of the Specifications, including, but without limitation, any:

    A. License fees
    B. Outsource services billed for Customer
    C. Film & Developing
    D. Shipping
    E. Host costs (for ISP)
    F: Hardware and software
    G: Travel

However, in the event cumulative out-of-pocket expenses exceed $1,000, approval of any expenses exceeding $1,000 shall require Customer's advance written approval.

4. Customer agrees to pay for the Developer's fee and all expenses set forth herein net 30 following Customer's receipt of any proper invoice.

5. Customer agrees that it is responsible for obtaining all domain name registrations for the Web Site.

6. Customer agrees that post-launch Web Site maintenance costs are provided by Developer at Customer's request at a rate of $145/hour or 15 minute portion thereof. These rates are subject to change by Developer with sixty (60) days prior written (including email) notice to Customer.

7. Customer agrees that the Web Site will not be submitted to nor allowed access to by Internet search engines until Customer accepts all milestones in writing and all payments have been made.

8. Customer agrees that the page and component counts may vary slightly and are more likely to vary the larger the scope of the project.

EXHIBIT B

WEB SITE HOSTING TERMS

Customer agrees to pay Developer (a) a fee of $100/month for manager Web Site hosting, and (b) a fee of $145/year for secure socket layer (SSL) protocol, in both cases in advance. Developer's hosting shall be subject to the following additional terms.

[list any]

EXHIBIT C

Credit Card Authorization

By completing and signing this authorization, the cardholder below authorizes credit card payments to be made to Big Rig Media LLC for website development per Exhibit A and website hosting per Exhibit B of the Website Development and Hosting Agreement between Big Rig Media LLC and the Company identified below (or if no Company is identified, the cardholder).

_____
Card Number

_____
Expiration Date

_____
Name on Card

_____
Name

_____
Title

_____
Date

_____
E-mail

_____
Company

_____
Street

_____
City and State

_____
Country

_____
Phone

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