

DotComd Web Site User Agreement

P.O. Box 616 Lisle, IL 60532-0616 PH:630-724-0467 Ext. 51 Fax: 630-724-0467

Agreement made effective _____, 200__.

Hot Media Group is a professional information technology company covering issues of web site development, hosting, database application development, Internet strategies planning, computer and network design, support, troubleshooting and repair, and general internet technology and user training.

Hot Media Group (HMG) will provide web site hosting and maintenance for (_____(known as: (abbrev)(_____))

Services:

- Hosting of the _____ single domain name / web site for a cost of \$_____/yr.
- HMG will provide 5 pop/web mail email accounts at no additional charge with the @yourname.com address.
- HMG will provide **monthly(included) / weekly / Dynamic** log file statistics for an additional fee.
- HMG can provide support and development for custom work outside the realm of the current customization abilities built into the DotComd web site application. This additional service is provided to allow any DotComd Customer to have **HMG** incorporate custom page templates for their own individual web site. This optional service is provided for the cost of \$40.00/hr. A detailed report of all time spent by **HMG** personnel will be included with each invoice for such work performed.
- HMG can provide custom graphic images are available for \$60.00/hr.

Additional Services Requested by Customer:

- _____
- _____
- _____
- _____
- _____
- _____

Payment for Services:

Setup fees plus 100% of the total contract price will be due upon signing of this retainer agreement. The remaining balance will be due upon completion of the setup phase. The first 12 months hosting fee will be due within 15 days of signing of retainer. Web Site Maintenance (Not Hosting) will be billed monthly as it is incurred and requested by customer.

Subsequently, _____ will make payment in full to **Hot Media Group, Inc.** within fifteen days of signing this Agreement and the completed setup has been performed.

Terms and Conditions:

The responsibility to provide services will be accepted and work will begin when **Hot Media Group, Inc.** receives the setup fee, a signed retainer agreement and payment in full for annual hosting. **HMG** will provide to the best of it's ability maximum uptime of customer web site. **HMG** will perform daily backups of its data and code to maintain the best possible service. **HMG** will also run virus protection software and a hardware firewall in effort to keep the server, code and data virus free. **HMG** is not responsible for outages in the case of; act of god, extended power outages, service interruptions by connection provider, fire, vandalism, or overdue payments, cancelled payments, late payments, by customer.

Intellectual Property:

_____ Understands that use of the DotComd web site does not constitute ownership of **HMG / DotComd** web site code. Customer agrees that upon termination of this agreement that he/she holds no rights of ownership to take **HMG / DotComd** web site code with them to other servers where **HMG / DotComd** web site code could be hosted.

Delivery Timeline/Content:

All Content will be provided by _____ in electronic form via their own **DotComd** web site administration area. Upon signed service agreement, and **paid** setup fee the estimated timeline would be as follows: 1 business day from successful DNS pointing of customer domain name to **HMG** servers.

It is understood that **Hot Media Group'** research, web site development, programming and product development will occur primarily in **Hot Media Group** facilities. The hours **Hot Media Group** is to work on any given day will be entirely within **Hot Media Group** control and _____ will rely upon **Hot Media Group** to put in such number of hours as are reasonably necessary to fulfill the spirit and purpose of the agreement.

Please complete and sign these forms and then fax them to 630-724-0467 Attn: DotComd

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Confidential & Proprietary Information:

Each party acknowledges and agrees that any and all information concerning the other's business is "Confidential and Proprietary Information", and each party agrees that it will not permit the duplication, use or disclosure of any such "Confidential and Proprietary Information" to any person (other than its own employee, agent or representative who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the other party. "Confidential and Proprietary Information" is not meant to include any information which, at the time of disclosure, is generally known by the public or any competitors of the parties to this Agreement

Miscellaneous:

Either party to this Agreement may terminate this Agreement by giving 30 days notice to the other party. Any modifications or addendum to this contract shall only be made in writing. There shall be **no** refunds to hosting customer as this is an annual hosting agreement. If customer wishes not to renew or use the service, he/she may let service run out at agreed end of service date or have **Hot Media Group** cancel and or delete account.

In the event that the Client fails to pay any charges owed to **Hot Media Group** when due or if the terms of this agreement are violated, **Hot Media Group** has the right to discontinue or restrict the client's service either temporarily or permanently. In either case, **Hot Media Group** shall incur no liability whatsoever. However, before restricting or discontinuing any Client service, we will give reasonable notice of our intention.

If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

<p>IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.</p> <p>FOR: _____ (company name) Signature: _____ Print Name: _____ TITLE: _____ DATE: _____ PH #: _____ CC #: _____ - _____ - _____ EXP : _____</p> <p>Customers paying by Credit Card get 50% off discount of setup fees. Credit Card Info can be collected over the phone after setup.</p> <p>FOR: Hot Media Group Signature: _____ Print Name: _____ TITLE: _____ DATE: _____</p>	<p>DotComd Web site Features/Options:</p> <p>Mandatory / Included:</p> <ul style="list-style-type: none">√ - \$100.00 Setup/License fee for Online WYSIWYG Editor*√ - \$300.00 Annual Hosting Fee**√ - \$0.00 – 2 initial images small & large logo√ - \$0.00 – 5 pop / Web mail email accounts <p>Options:</p> <ul style="list-style-type: none">- \$100.00 Dealer Web Site Option**- \$100.00 Realtor Web Site Option**- \$500.00 Realtor MLS IDX DATA Broker Reciprocity Option**- \$100.00 Realtor Applet Scroller**- \$300.00 Realtor Agent Pages qty \$300 x _____ **- \$150.00 Product Catalog Web Site Option**- \$100.00/yr Bonus Photos "extra 4 photos per ad"***- \$200.00/yr Bonus Photos "extra 10 photos per ad"***- \$50.00/yr Specials feature Dealer site only**- \$100.00/yr/Per 20 Custom Pages** <p>Web Site Log File Reports (only check 1)**</p> <ul style="list-style-type: none">√ Monthly \$50/yr Weekly* \$100/yr Daily Dynamic**- \$40.00/hr Site Customization work done by HMG***- \$60.00/hr Additional Graphics work done by HMG***- \$5.00/yr Additional email accounts each** <p>\$ _____ Total</p>
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* - denotes one time fees, ** - denotes reoccurring annual fees, *** denotes Hourly fees