



## ANNUAL WEBSITE MAINTENANCE AGREEMENT

This website maintenance agreement is between SHOOT2HUNT LLC, a(n) Idaho Limited Liability Company (**the "Provider"**), and (**the "Owner"**) \_\_\_\_\_

The Provider is engaged in the business of maintaining and updating websites to keep them current. The Owner wishes to engage the Provider to provide, and the Provider wishes to provide, maintenance services to the Owner's website \_\_\_\_\_ (the "Website") to keep it up to date and functional. The parties therefore agree as follows:

### 1. ENGAGEMENT; SERVICES.

(a) Engagement. The Owner retains the Provider to provide, and the Provider shall provide, the services described below, in connection with the maintenance of the Website (the "Services").

(b) Services. The Provider shall:

- (i) monitor the overall performance of the Website for functionality on a monthly basis, if this obligation does not exceed more than **5 hours total per month**;
- (ii) maintain compatibility with other websites as may be designated by the Owner from time to time, including Google or other Owner designated websites;
- (iii) procure any equipment, products, or third-party services required to maintain, repair, and update the Website. The Owner shall reimburse the Provider for its actual out-of-pocket cost, without any mark-up, for the purchase of that equipment, products, or third-party services and the Provider will obtain the prior consent of the Owner for any purchase to be made by the Provider of more than **\$250.00**. However, the Owner is not obligated to reimburse the Provider for any portion of services purchased by the Provider that extend beyond the termination of this agreement;
- (iv) perform any corrective maintenance services or repairs reasonably necessary to maintain the operation of the Website including, small functional changes, plugin and theme updates, video call instruction of owners, etc;
- (v) maintain a current back-up copy of the Website in a commercially reasonable manner and archive any files submitted by the Owner in secure locations suitable for those materials;
- (vi) at the request of the Owner, make available at cost any software tools necessary for the Owner to update the Website directly, provided that the Owner will be responsible for all third-party license and storage fees;
- (vii) monitor the overall performance of the Website for functionality, and maintain the Website;
- (viii) provide the following reports on a monthly basis: Overview of the maintenance provided each month with a detailed report;
- (ix) provide minor updates to the Website, along with server and hosting support;



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(x) devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner;

(xi) perform the Services in a workmanlike manner and with professional diligence and skill;

(xii) provide Services that are satisfactory and acceptable to the Owner and take every step to ensure the Website remains functional and operating;

(xiii) provide **5 hours** of technical support relating to the Website's maintenance **per month**; and

(xiv) maintain password secrecy and notify the Owner immediately of any loss or theft of passwords or if the confidentiality of any password has been compromised.

(c) Of the Owner. The Owner shall:

(i) cooperate with the Provider to enable the Provider to ensure the Website remains functional and up to date;

(ii) provide initial information and supply all materials comprising the then-current Website within 30 days of the Effective Date;

(iii) monitor the content of the Website for items that need to be corrected or updated and provide those updates or corrections to the Provider as detailed in section 6;

(iv) maintain password secrecy and notify the Provider immediately of any loss or theft of passwords or if the confidentiality of any password has been compromised; and

(v) make any changes or additions to the Owner's current systems, software, or hardware that may be required to support the maintenance of the Website.

(d) Exclusions. The Provider is not responsible for the creation, design, development, or hosting of the Website. Accordingly, the following work is expressly excluded from the Services: Large functional changes, new pages, features, redesign of website or theme, etc.

## 2. COMPENSATION.

(a) Flat Fee. The Owner shall pay **\$250.00 per month** for the Services (the "Maintenance Fee"). The Maintenance Fee will not increase for a period of 12 months from the date of this agreement.

(b) Additional Services. Any revisions, additions, or redesigns requested by the Owner that are not specified in this agreement will be considered "additional" and require separate agreement and payment. The Provider shall notify the Owner about any requested services that constitute additional services.



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(c) Schedule. The Provider shall invoice the Owner the Maintenance Fee on a monthly basis. The Owner shall pay those invoices within 30 days of receipt. Each invoice will include any Additional Maintenance Fee, as defined in subsection (d) below, if applicable.

(d) Additional Maintenance. Fees. Additional maintenance work requested or authorized by the Owner that falls outside the scope of the Services will be billed to the Owner at a rate of \$75.00 per hour (the "Additional Maintenance Fee").

(e) Reimbursement. The Provider will invoice the Owner for any reimbursements of actual out-of-pocket costs permitted on a monthly basis. Invoices for reimbursement will be paid within 30 days of receipt if receipts for those costs have been received by the Owner. The Owner will own any equipment or products for which the Owner reimburses the Provider.

### 3. TERM.

(a) Term. This agreement will become effective as described in section 20 and continue for an initial term of **1 year(s)** (the "Term"). Unless either party gives written notice to the other at least 30 days before the end of the Term, this agreement will renew automatically for an additional 1-year term. This automatic extension will continue to apply at the end of each extended period until the agreement is terminated.

(b) Termination Procedures. This agreement may be terminated:

(i) by either party, on provision of 30 days' written notice before the end of a Term;

(ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 30 days of receipt of written notice.

(c) Effects of Termination. After the termination of this agreement, all licenses granted under this agreement will terminate unless they are expressly stated as surviving. The Owner shall promptly pay the Provider any outstanding amounts owed to the Provider for services rendered before the effective date of the termination. The Provider shall return to the Owner, at no cost, all materials and information the Owner has provided to the Provider in connection with this agreement, including a complete electronic copy of the then-current Website, no later than 30 days after the Termination Date.

### 4. CONFIDENTIAL INFORMATION.

(a) Definition. "Confidential Information" means this agreement and all nonpublic information of the Owner, in whatever form, pertaining to the business of the Owner, including information relating to the Owner's finances, customer records, and information, and all associated documentation and materials that the designates as being confidential when disclosing it to the Provider or that, under the circumstances of disclosure, ought to be treated as confidential by the Provider. Confidential Information also includes any information relating to the Owner's



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parent, subsidiaries, and affiliates. Confidential Information does not include information or data that is:

- (i) known to the Provider before its disclosure by the Owner without an obligation of confidentiality under another agreement;
- (ii) independently developed by the Provider without use of any Confidential Information;
- (iii) in the public domain when the Provider seeks to disclose or make use of it, other than as a result of disclosure by the Provider; or
- (iv) received by the Provider from a third party with a legal or contractual right to disclose that information or data.

(b) Disclosure. The Provider shall not use or disclose the Confidential Information of the Owner except in connection with the exercise of its rights or the performance of its obligations under this agreement. The Provider shall not disclose Confidential Information of the Owner to any person other than its employees, agents, or independent contractors who have a need to know it in connection with this agreement, and who are under obligations of confidentiality substantially similar to this section. The Provider shall protect the confidentiality of the Confidential Information of the Owner in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in any case, with reasonable care. All Confidential Information made available under this agreement, including copies, shall be returned or destroyed by the Provider, and certified as having been returned or destroyed, promptly after the termination of this agreement.

(c) Exceptions. The Provider will not be in violation of this section if it discloses Confidential Information that is required to be disclosed because of a valid order by a court or other governmental body or by applicable law or by the rules of any nationally recognized stock exchange. However, under these circumstances, the Provider shall notify the Owner in writing of that disclosure to permit the Owner to seek confidential treatment of that information.

### 5. MAINTENANCE REQUESTS.

(a) Procedure for Request. The Owner shall submit all requests for maintenance (each, an "Owner Maintenance Request") to the Provider via email. An Owner Maintenance Request shall:

- (i) provide the Provider with clear and specific instructions;
- (ii) be reasonable in nature; and
- (iii) be within the scope of the Services. All materials transferred to the Provider in connection with an Owner Maintenance Request must be in acceptable format, which shall be limited to the following: email [web@shoot2hunt.com](mailto:web@shoot2hunt.com).



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(b) Review and Inspection. The Provider shall promptly notify the Owner when the work required under an Owner Maintenance Request is complete so that the Owner can review that work to ensure its accuracy. The Owner shall notify the Provider of any errors, omissions, and other issues via email or telephone as soon as practicable following discovery. The Provider shall use its best efforts to resolve any errors, omissions, and issues as quickly as possible.

(c) Routine/Corrective Maintenance. All routine corrective maintenance must be scheduled between 1700-0800 HRS Monday-Friday to minimize disruption of the Website during peak times (the "Maintenance Time"). If any extra maintenance is required outside of the Maintenance Time, the Provider will obtain the prior consent of the Owner and give the Owner at least 24 hours' advance notice.

(d) Timing. The Provider shall make all updates to the Website within 7 days from the time that Owner Maintenance Request is received. Any Owner Maintenance Request submitted by the Owner after 1200 p.m. Pacific time or on Saturday, Sunday, or federal holidays will be deemed received on the next business day. If the work to be performed under any Owner Maintenance Request cannot be performed within the Maintenance Time, the Provider shall notify the Owner immediately.

### 6. WEBSITE PROBLEMS; SECURITY.

(a) Minimize Disruption. The Provider shall use commercially reasonable efforts to minimize disruption of the Website and to schedule Website maintenance in accordance with this agreement.

(b) Problems. If there is a problem with the Website, the Provider shall provide the following levels of support, contact information will be provided after contract is signed:

(i) **Urgent Problem.** If the Website suffers from an urgent problem, including the Website becoming unusable, the Provider understands that time is of the essence and will use best efforts to correct the problem as soon as possible. The Provider shall continue to update the Owner of the status of the problem until the problem is resolved, at which time, the Provider will immediately notify the Owner that the problem has been corrected. If the Provider becomes aware of an urgent problem before the Owner, the Provider shall immediately notify the Owner of that problem.

(ii) **Nonurgent Problem.** If the Website suffers from a nonurgent problem, the Provider understands that time is of the essence and will use best efforts to correct the problem as soon as possible. The Provider will continue to update the Owner of the status of the problem until the problem is resolved, at which time, the Provider will promptly notify the Owner during normal business hours that the problem has been corrected. If the Provider becomes aware of a nonurgent problem before the Owner becomes aware of it, the Provider shall notify the Owner during normal business hours of such problem.

(c) Back-up. The Provider shall back-up the Website as set forth in this agreement.



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(d) Security. The Provider must take commercially reasonable steps to prevent unauthorized access to the Website and any of the Owner's Confidential Information, including any data collected on the Website.

### **7. NATURE OF RELATIONSHIP.**

The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.

### **8. NO CONFLICT OF INTEREST; OTHER ACTIVITIES**

During the Term, the Provider may engage in other website maintenance activities, except that the Provider may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Provider's obligations or the scope of Services to be rendered for the Owner under this agreement.

### **9. INDEMNIFICATION.**

(a) Of Owner by Provider. At all times after the effective date of this agreement, the Provider shall indemnify the Owner against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement payment, penalty, or other loss (a "Loss") or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification (a "Litigation Expense") arising out of:

- (i) the Provider's gross negligence or willful misconduct arising from the Provider's carrying out of its obligations under this agreement; or
- (ii) the Provider's breach of any of its obligations or representations under this agreement.

(b) Of Provider by Owner. The Owner shall at all times indemnify the Provider against a Loss or Litigation Expense caused by any breach of any of the representations or agreements made by the Owner under this agreement.

### **10. INTELLECTUAL PROPERTY.**

(a) No Intellectual Property Infringement by Provider. The Provider represents that the use and proposed use of any software, programs, or applications to maintain, repair, or update the Website does not and shall not infringe, and the Provider has not received any notice, complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial design, or other rights of any third party. To the extent the software, programs, or applications used to maintain, repair, or update the Website infringe on the rights of a third



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party, the Provider shall obtain a license or consent from that party permitting the use of those items.

(b) No Intellectual Property Infringement by Owner. The Owner represents to the Provider and unconditionally guarantees that all text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Website are owned by the Owner, or that the Owner has permission from the rightful owner to use each of these elements, and will indemnify the Provider and its subcontractors against any liability, including any claim or suit, threatened or actual, arising from the use of those elements furnished by the Owner. The Owner further represents to the Provider that its domain names and URL listing do not infringe, dilute, or otherwise violate third-party rights or trademarks.

(c) Owner Property Rights. All text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Website are the property of the Owner and the Provider has no ownership rights or other intellectual property rights to those items.

### 11. GOVERNING LAW.

(a) Choice of Law. The laws of the state of Idaho govern this agreement (without giving effect to its conflicts of law principles).

(b) Choice of Forum. Both parties' consent to the personal jurisdiction of the state and federal courts in KOOTENAI County, Idaho.

### 12. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party.

### 13. ASSIGNMENT AND DELEGATION.

(a) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) No Delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.

(c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

### 14. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature



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is delivered by facsimile, email, or another electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

### 15. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

### 16. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to the Provider: Jacob Mushaney 4508 W Grange Ave Ste 3 Post Falls, Idaho, 83854  
jake@shoot2hunt.com

If to the Owner:

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(c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

### 17. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

### 18. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The





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provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

**19. HEADINGS.**

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

**20. EFFECTIVENESS.**

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

**21. NECESSARY ACTS; FURTHER ASSURANCES.**

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

**Each party is signing this agreement on the date stated opposite that party's signature.**

Company: Shoot2Hunt LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_

Name: Jacob Mushaney or Ryan Avery

Title: Owners

Company: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_