

WEBSITE LEASE/DEVELOPMENT CONTRACT

This Contract, dated 12/28/2022, between Luna Bug, LLC (hereinafter "Lessor") and SIS Conference, Inc. (hereinafter "Lessee"), is a binding contract for the lease of a website, hereinafter known as the "Project Website" on the World Wide Web ("internet"), which contract is a lease for \$1,300.

Contract Terms

1. This Contract details the terms and conditions agreed to between Lessor and the Lessee for the development, hosting, lease and maintenance of the Project Website. The Project Website will result in a website that is fully identified and identifiable by the public as the Project Website, but will remain wholly owned by Lessor until such time as ownership transfers, if at all, under the terms of this Contract.
2. Project Website consists of all of its content, including its copy and images, its coding, and any stylized design, including logos and design phrases, work files, programming and system coding, content management system files, domain name, and eCommerce system files.
3. The Lessee will lease the Project Website from Lessor for a period of 12 months; ending 12/31/2023. This is not a monthly contract; the Lessee will be held liable for the entire contract amount of \$1,300 which shall be due, owing, and paid as outlined in the proposal.

Development of Website

4. Project Website development shall include only those services as are specifically included and expressly identified in the accepted Proposal.
5. Lessor anticipates that all services provided to the Lessee will begin by 1/1/2023 (the "Start Date"), and be completed by 1/9/2023 (the "Publish Date"); however, failure to provide such services shall not constitute breach of this Contract.
6. The contract amount does not include provision for "significant page modification" and Lessor reserves the right to advise the Lessee that a requested change may require additional fees for modifications and/or creation of additional pages beyond those identified in the Proposal.
7. The Project Website pages will include a link in the footer to Lessor's homepage in the form: *Website by Luna Bug*.
8. Any amendments or changes to the Project Website must be requested via the support website at lunabugllc.com/support or email to hello@lunabugllc.com. Either party is entitled to request a telephone conference to discuss such amendments.
9. If the Lessee or an agent of the Lessee other than Lessor attempts to update the website and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed on Lessors hourly rate; with a one-hour minimum charge.

Delivery of Content & Materials; Limit of Liability for Content

10. The Lessee undertakes to deliver all the content and materials, in the formats requested, required for the Project Website before the Start Date of the Project. Lessor shall not be responsible for any delays, missed

deadlines, (where specified herein) or additional expenses incurred due to the late delivery or non-delivery of content and materials by the Lessee where required by Lessor for the Project Website.

11. The Lessee agrees that the business idea, website, and undertaking of the Lessee's business is lawful in the State in which the Lessee is located AND under federal law, including copyright, patent and trademark law.
12. Lessor shall not be held responsible by any person or organization, including the Lessee, to verify any of the materials, images or information contained within Project Website and shall not be responsible for the content or performance of these sites or for the Lessee's transactions with them.
13. The Lessee agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of Lessor. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. If such materials are determined to exist on the Project Website, then Lessor reserves the right to unpublish the Project Website without notice to the Lessee. If the Project Website is unpublished by Lessor because of content, the Lessee shall continue to be liable for all installment payments and percentages as if the Project Website were still up and operating. The Lessee hereby agrees to indemnify and hold harmless Lessor from any claim resulting from the Lessee's publication of material or use of those materials.
14. The Lessee warrants that to the best of their knowledge and belief that the content and materials supplied to the Lessor for the purposes of the Project Website are not blasphemous, defamatory or obscene and do not breach any applicable law or regulation.
15. The Lessee agrees that it is responsible for complying with the laws, taxes, and tariffs related to eCommerce, and will hold harmless Lessor from any claim arising from the Lessee's use of eCommerce. The Lessee further understands that Lessor cannot and does not provide legal advice.
16. The Lessee will have "Editor" access to the Project Website which will allow the Lessee to update the website content. The Lessee will not have access to add new Project Website pages or functionality however, such may be request via the support website at LunaBugLLC.com/support.

Indemnities and Limitation of Liability

17. Neither party shall be liable to the other under this agreement in contract, tort, or otherwise (including negligence) for pre-contract representations or other terms not specifically contained herein. This Contract is the entire agreement between the parties and may not be modified, except in writing, signed by both parties hereto.
18. The Lessee agrees to indemnify Lessor against any claims, damages, losses, costs and expenses which Lessor may sustain or incur in relation to any content and materials which the Lessee provides, such indemnity applying in respect of any claims for any breach of applicable law or regulation or any infringement of any intellectual property rights.
19. The Lessee acknowledges that it is for the Lessee to ensure that the resulting Project Website does not infringe the laws of any jurisdiction within which it is actively promoted.
20. Nothing in this Contract shall be construed as a promise by Lessor for any particular business success due to the Project Website and, accordingly, under no circumstances shall Lessor be liable for loss of business, loss of sales, either past, present or prospective, or any other consequential damages, costs or fees.

Website Hosting and Maintenance:

21. Nothing in this Contract shall be construed to render Lessor liable for the hacking or breaking of the Lessee's site; rather, Lessor will use its best efforts to prevent such occurrence but shall not be liable for such events.
22. Lessor shall not be liable for hosting errors caused by the hosting company or downtime experienced by the hosting company.
23. Maintenance does not include: new site development, including new design, illustration or software, fixing a broken site that was not a result of Lessor's error, coding changes required by software or security updates that conflict with Project Website; nor does it include repairing a hacked or broken site.
24. Lessor herein agrees to provide the following maintenance during the term of this Contract so long as the Lessee is current with all installments required hereunder:
 - a. Monthly file system backup;
 - b. Four daily database backups;
 - c. Weekly software/security updates;
 - d. SSL Security;
 - e. Hosting with a reputable company for no additional fee;
25. Any additional services not specifically and expressly included in the paragraph above, are not included in this Contract but may, if available, be added to this Contract at additional cost to be agreed to by Lessor.
26. Lessor does not guarantee any specific placement or high ranking on search engines or for the guarantees of any third-party companies whom Lessor recommends.

Domain Name & Email

27. Domain names purchased by the Lessee prior to execution of this Contract will remain the sole property of the Lessee and will be kept by the Lessee where the Lessee purchased them. The Lessee has full responsibility in making sure that the domain name is renewed when due. Lessor will not renew the domain name.
28. If the Lessee wishes to use Lessor's email services, the domain name will need to be transferred to Lessor and Lessor will renew them on the Lessee's behalf and invoice the Lessee accordingly for any domain renewals. Any transferred domains from the Lessee will remain the sole property of the Lessee. At the end of the initial lease period providing all bills have been paid according to the terms of this Contract, Lessor will allow Lessee to transfer the domains to a different hosting service.
29. Lessor will provide the Lessee with up to five (5) email addresses with a set limit of 250mb per account.
30. It remains the Lessee's responsibility for any mail lost, irretrievable, or any damage direct or indirect to any business as a result of a full mailbox.
31. The Lessee may purchase additional email accounts, increased mailbox space, or have mail forwarded to another email address upon request.

Ownership of Site

32. The Project Website and any variations thereof shall remain the sole property of Lessor both during the term of this Contract, upon termination of this Contract and thereafter, unless expressly transferred by Lessor, by separate writing, in accordance with the terms herein.

33. The Lessee will not obtain any rights to the Project Website over time, nor upon the termination of this Contract or thereafter, unless expressly transferred by Lessor, by separate writing, in accordance with the terms herein. Ownership by Lessor of the Project Website shall not include any logos, designs or graphics provided by the Lessee direct to Lessor for incorporation into the Project Website.
34. The Lessee understands that prior to any transfer of ownership of the Project Website to the Lessee, the Project Website shall be the sole property of Lessor. In furtherance of this understanding, the Lessee agrees that it MAY NOT:
- a. Download any of the content of the Project Website onto any computer, either owned by the Lessee or otherwise;
 - b. Sell any of the content of the Project Website to any other person or entity; or
 - c. Contract with any other website provider/designer/maintainer for any action to be taken with respect to the Project Website.

Default; Remedies

35. In the event Lessor is unable to continue this Contract due to catastrophic illness, death or other act of God, not just temporarily, but permanently, ownership of the Project Website shall be transferred to the Lessee, together with all backup files so that the Lessee may continue the maintenance of the Project Website itself or with another company.
36. In any event, the Lessee's monetary remedies for breach of this Contract is limited to liquidation damages in the amount of any monies paid by the Lessee to Lessor hereunder, if awarded to the Lessee by a court of law.

Termination of This Contract

37. Termination of this Contract shall constitute a breach and/or default of this Contract and all remedies available to the non-breaching party as provided herein shall apply.
38. Either party may terminate this Contract immediately in the event that:
- a. Either party commits a serious, grave or material breach or persistent breaches of this Contract including non-performance, default or neglect of its duties, responsibilities and obligations under this Contract, and
 - b. Such breach remains un-remedied for a period of 30 days from written notice given by the other party specifying the breach and requiring its remedy.
39. Furthermore, this Contract may be terminated, and will be considered a breach of the Agreement, in the event that:
- a. Being a company becomes subject to an administration order or goes into liquidation, (other than for the purpose of amalgamation or reconstruction), or
 - b. Has a receiver appointed to administer any of its property or assets, or
 - c. Ceases or threatens to cease to carry on business, or
 - d. Makes any voluntary agreement or enters into a compromise for the benefit of its creditors, or
 - e. Fails to make any payment in accordance with the terms of this Contract; or

- f. The non-compliance with any terms of this Contract or the discovery that any of the representations made herein were false.
40. Lessor herein accepts no responsibility for the success of the Lessee's business operations, sales, or profitability, whether or not such is claimed to be tied directly to the operation of the Project Website.
41. Neither party shall be liable for delay or failure to perform any obligation under this Contract if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil disorder or industrial dispute. If such delay or failure continues for a period of at least 30 days, the party not subject to the force majeure shall be entitled to terminate this Contract by notice in writing to the other.

Intellectual Property Rights

42. The Lessee undertakes to secure all copyright and any other appropriate licenses, clearance or consents where required for the content and materials to be incorporated into the Project Website by Lessor.
43. The Lessee grants to Lessor for the term of this Contract and Project Website, a non-exclusive, revocable, royalty-free license to use its name, logos, trademarks or devices ("Intellectual Property") for the purposes of creating the Project Website.
44. Neither party shall make any claim to the other party's content, materials or services during or after the expiration of this Contract. Neither party shall make any claim to the other party's trademarks or register or cause to be registered or apply for a materially similar trademark or imitation of a trademark during or after the expiration of this Contract. Neither party shall register nor cause to be registered any company name materially similar to that of the other party.
45. Lessor uses open source software. Open source software is not owned by Lessor or the Lessee. However, many adaptations may remain the property of Lessor. It is the Lessee's responsibility to check with Lessor prior to commencement of work concerning open source software.
46. Where images used on the website have been purchased by Lessor on behalf of the Lessee, these images are strictly for use on the Project Website only. Lessor is not liable for use or misuse of these images by the Lessee or any other person's copying, altering or distributing the images to individuals or other organizations, either on the internet or otherwise. All images displayed on the Project Website shall only be used after authorization by the Lessor and are the sole responsibility of the Lessee regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by either Lessor or the Lessee; they will be the sole responsibility of the Lessee. The Lessee herein releases, holds harmless, and agrees to indemnify Lessor, for any claims and demands or for violations of law regarding copyright, patent, trademark, or other legal non-compliance. Such indemnification shall include any and all attorney's fees and costs incurred by Lessor therefor.

Confidentiality and Non-Disclosure

47. Lessor, its employees and subcontractors agree that, except as directed by the Lessee, it will not at any time during or after the term of this Contract disclose any Confidential information to any person whatsoever.
48. Lessee, its employees and subcontractors agree that, except as directed by the Lessor, it will not at any time during or after the term of this Contract disclose any Confidential information to any person whatsoever, including any forms provided to the Lessee.

- 49. Both parties shall keep confidential the specific terms of this Contract and the Project Website and not disclose them except to such employees or contractors as need to know the relevant information for the purposes of performing the development of the Project Website detailed in this Contract.
- 50. The parties agree that all information marked "Confidential", or where not marked it is reasonable to judge such information as confidential, shall not be disclosed at any time during the Project Website development or for a minimum period of 2 years after the completion of the Project Website development, except where such disclosure is required by law or by order of a court of competent jurisdiction.
- 51. The parties further agree that all material marked as a "Trade Marked ('TM')" and/or "Copyrighted ('c')", or that material reasonably judged to constitute a trade secret, shall not be disclosed at any time during or after the expiration of this Contract, except where such disclosure is required by law or by order of a court of competent jurisdiction. Confidential information and Trade Secrets shall consist of, but not necessarily be limited to: technical, commercial, financial, operational, marketing or promotional information or data.

Additional Terms

- 52. Neither party may assign or otherwise transfer this Contract or any rights, duties and obligations hereunder without the prior consent in writing of the other party.
- 53. Nothing in this Contract shall be construed as creating a partnership, joint venture or an agency relationship between the parties and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party.
- 54. Failure by either party to enforce any accrued rights under this Contract is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.
- 55. It is hereby declared that the foregoing paragraphs, sub-paragraphs and clauses of this Contract shall be read and construed independently of each other. Should any part of this Contract or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.
- 56. No addition to or modification of any clause in this Contract shall be binding on the parties unless made by a written instrument and signed by the signatories to this Contract or their duly authorized representatives.
- 57. This Contract shall be interpreted, construed, and enforced in accordance with Florida law and shall be subject to the exclusive jurisdiction of the courts of Florida.

Notice

- 58. Any notice given by either of the parties under this Contract shall be served on the other party and addressed to that party's signatory by email, personal delivery, pre-paid recorded delivery or first-class mail to the receiving party as follows:

Lessor:

Luna Bug, LLC
544 Falkland Rd
Venice, FL 34293

Lessee:

SIS Conference, Inc.
2834 NW 20th Avenue
Cape Coral, FL 33993

Or at such subsequent addresses as may be notified by the parties to each other. Any such notice shall be deemed to be effectively served as follows: In the case of service by pre-paid recorded delivery or first-class mail 48 hours after posting. In the case of service by email, on the next working day.

Approval

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

Luna Bug, LLC

SIS Conference, Inc.



Donna Krohn

Signed

Signed

Leslie A Carson

Donna Krohn

Print Name

Print Name

12/28/2022

01/02/2023

Date:

Date: