



WEB SERVICES AGREEMENT

This Web Services Agreement is entered into between

Raven Intertech
208 S. Washington
Suite 207
Naperville, IL, 60540
(hereinafter called Raven)

and

Association Name: _____

Address: _____

City/State/Zip: _____

(hereinafter called Association)

with respect to web site services to be provided by Raven to the Association.

1. License To Use

The CONNEXUS Web Site Package is owned and copyrighted by Raven and is made available for use by the Association through this agreement.

2. Terms Of License

License for use of the CONNEXUS Web Site Package by the Association shall be valid so long as Raven continues business operations and the Association is current in payments owed to Raven. Upon termination of business operations or upon Association's failure to keep its account with Raven current, this license shall cease and the Association's website and all website content may be permanently removed from Raven's server.

3. Fees

Raven fees for use of the CONNEXUS Web Site Package are quoted on GetConnexUS.com and may be adjusted by Raven from time to time upon 30 days written notice to the Association by e-mail. Fees for use are billable and due in advance of each billing period (monthly, quarterly or annually). Failure to pay said fees by the due date will result in suspension and/or cancellation of Association's account and potential removal from Raven's server.

4. Payment Terms and Cancellation Policy

This agreement becomes in effect upon execution by Raven and the Association, and remains in effect until cancelled by Raven or the Association. The setup fee is due upon signing of this agreement. Billing for the monthly license and usage fee will commence at the beginning of the first month following site implementation or 30 days after the date of this agreement, whichever comes first.

Delinquent bills will be assessed a 5% penalty for each month of delinquency and Raven reserves the right to remove the site from viewing on the Internet until all due bills are paid in full. In the case that collection action becomes necessary, the Association agrees to pay all fees incurred by that process.

Unless otherwise agreed by Raven, delays caused by the Association shall not constitute grounds for withholding any required payment to Raven.

Raven will not be held responsible for any issues or lost revenue resulting from disabling or deleting the Association's web site.

Raven may in its discretion terminate website services being provided to the Association with 60 day notice. If the Association has paid for services in advance extending beyond the 60 day notice period, then Raven will refund any remaining monies to the Association at the end of the 60 day notice period.

Violation of this Agreement will result in immediate termination. The Association will not be entitled to a refund of fees paid. The Association may cancel website services at any time, however, any outstanding fees for services provided remain due and payable. Upon cancellation, the Association's website will be deleted and unrecoverable. The Association's data, content and documents will be provided to the Association upon request.

This Agreement shall remain in effect following cancellation of website services by either Raven or the Association.

5. Copyrights and Trademarks - Permissions and Releases

The Association represents to Raven and unconditionally guarantees that any element of text, graphics, photos, designs, trademarks or other material furnished to Raven for inclusion on the site are owned by the Association, or that the Association has permission from the rightful owner to use each element.

The Association agrees to indemnify and hold harmless Raven Intertech and its sub-contractors against any and all claims, costs and expenses, including attorney's fees, due to materials included in this web site at the request of the Association, for which no copyright permission or previous release was obtained, or uses which exceed the uses allowed pursuant to a permission or release.

6. Site Maintenance

The Association is responsible for assigning a key representative to act as a Site Administrator through which all decisions, approvals, scheduling, testing and training will be coordinated. Additionally, this individual will be responsible for the final sign-off of the deliverable web site prior to implementation. Raven shall not be held responsible for site maintenance or content and Association shall hold Raven harmless from any legal action stemming from site's content. The Association is solely responsible for any and all content placed on their community website.

7. Account Security

The Association is responsible for maintaining the confidentiality of all passwords and account information. The Association is entirely responsible for any and all activities that occur under its account. The Association will notify Raven immediately of any unauthorized use of Association's account or any other breach of security. Raven will not be liable for any loss that the Association may incur as a result of unauthorized use of the Association's passwords or account. The Association further agrees that the Association may be held liable for losses incurred by Raven or another party due to unauthorized use of the Association's account or passwords. The Association agrees to be responsible for all activity, whether initiated by the Association, or by others on the Association's behalf, or by any other means.

8. Design Credit

The Association agrees that Raven may place a byline, link and graphic at the bottom of Association's web pages, establishing Raven's services. The Association also agrees that the Association's website may be included in Raven's portfolio. Raven reserves the right to use authorized Association communications as "testimonials" in print and on-line media.

9. Technical Support

The Association's Site Administrator shall be responsible for handling support requests from Association members. Raven shall in turn provide support to Association's Site Administrator during regular business hours of 9:00 a.m.- 5:00 p.m. CST, M-F, holidays excepted. The Association shall e-mail its support requests to Support@GetConnexUS.com.

10. Acceptable Use

- The Association agrees the web site is only to be used for lawful and ethical purposes.
- The Association may not post any material that is knowingly false, misleading or inaccurate.
- The Association is not authorized to distribute unsolicited bulk e-mail, other than Association-related e-mail addressed to residents only.
- The Association will be responsible for all postings on the site and will monitor all postings in a timely manner and edit or delete postings deemed inappropriate, harassing, offensive, illegal or that do not respect people's right to personal privacy.

Any use of the site determined at the discretion of Raven to be unlawful, unethical, contrary to the intended purpose of the site or violates this Web Services Agreement may result in termination of services without a refund of fees paid.

11. Limitation of Liability

The Association agrees that all documents and data stored on the web server may be lost due to a mechanical or software-related failure and may be unrecoverable through the normal backup process. In such an event, Raven will not be held responsible for any issues arising from such loss, and will not be responsible for recreating lost data or documents.

12. Indemnification

The Association agrees that it shall defend, indemnify, save and hold Raven harmless from any and all demands, liabilities, losses, costs and claims, including attorney's fees associated with the development, access and hosting of the Association's web site. This includes liabilities asserted against Raven and its subcontractors, agents, clients, servants, owners and employees that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Association, including its sponsors, agents, board members or assigns.

The Association also agrees to defend, indemnify and hold Raven harmless against liabilities arising out of any injury to person or property caused by any products or services sold, endorsed, sponsored or otherwise distributed over the Association's web site. This includes, but not limited to, infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

13. Notice

Any notice required by this Agreement or given in connection with it, shall be in writing, and shall be given to the appropriate party by personal delivery, email, certified mail, postage prepaid, or recognized overnight delivery services to the corresponding addresses listed in this agreement.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws and principles of such State. Regardless of the place of signing of this agreement, the Association agrees that for purposes of venue, this contract was entered into in Du Page County, Illinois. Any disputes in excess of \$500 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed upon Arbitrator in Du Page County, Illinois pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof.

15. Force Majeure

Raven will make every effort to keep the Association's web site operational. However, certain technical difficulties and other factors outside of Raven's control may, from time to time, result in temporary service interruptions. The Association agrees not to hold Raven liable for the consequences of any such service interruptions due to causes beyond its reasonable control.

16. Sole Agreement

This agreement constitutes the sole agreement between Raven and the Association regarding the Association's web site. This agreement becomes effective only when signed by representatives of Raven and the Association.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity of any remaining provisions.

17. Authority to Bind Association.

The Association representative signing below hereby certifies that he or she is a duly authorized representative or agent of the Association, and is therefore entitled to legally bind the Association to this agreement and all fees due hereunder.

18. Acceptance

By Association: _____
(Please Print Association Name)

By Raven:

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Signed: _____

Signed: _____

Date: _____

Date: _____