

## WEBSITE DEVELOPMENT AGREEMENT

THIS WEBSITE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into by and between CONVOYANT, LLC dba ResNexus, a Utah limited liability company (hereinafter referred to as "ResNexus") and [Subscriber] (the "Subscriber").

WHEREAS, ResNexus has been asked to create, design and maintain an original website (the "Website") for the Customer; and

WHEREAS, ResNexus has expressed a willingness to create the Website in exchange for the compensation set forth in Section 1 below.

IT IS AGREED AS FOLLOWS:

1. Fees and Delivery Schedule.

a. Monthly Fees. Unless modified in writing by the parties, during the Term the Customer agrees to pay to ResNexus the monthly sum disclosed within ResNexus under Settings -> Billing Information with regards to a ResNexus Website as consideration for the creation, design and maintenance of the Website. The initial Monthly Payment shall be made by the Customer to ResNexus before ResNexus has any obligation to begin any work on the Website.

b. All Monthly Payments by the Customer to ResNexus are and shall be non-refundable when paid, regardless of the condition of the Website.

c. Customers that request a custom built ResNexus Website agree to a 2 year non-refundable contract with ResNexus for Website Services. If the customer decides to terminate their ResNexus website services before the 2 year contract terms are met, the customer agrees to pay the remaining monthly website fees and initial setup costs required by the 2 year contract.

d. Each Monthly Payment shall be billed to the Customer on a separate invoice sent to the Customer and shall be made as per the terms on each such invoice. In addition, the Customer agrees to pay ResNexus for all reasonable legal fees in the event the services of an attorney are necessary for collection of any sums due by the Customer to ResNexus. Checks, money orders, and bank wire transfers must be made out to **Convoyant, LLC** and sent to 185 East 200 North, Salem, Utah 84653. Bank account and routing information available upon request. All prices are in US Dollars. All invoices are payable immediately upon due date stated therein.

2. Term and Termination.

a. Unless terminated earlier under this Section 2, the term of this Agreement shall be month to month. As such, either party may terminate this Agreement by providing 30-day written notice to the other party that it wishes to terminate the Agreement at the end of such 30-day period.

In the event of termination of this Agreement, the Customer shall pay all fees due ResNexus within fifteen (15) days after the end of the term in question.

b. In the event of any failure to make any Monthly Payment that is left uncured for more than ten (10) business days after its due date, or in the event that the Customer is in material default of any other part or provision of this Agreement, ResNexus shall immediately be entitled to retain all payments previously made by the Customer and to receive payment from the Customer for all work performed for the benefit of the Customer. There shall be no right to a refund for any payments already made. ResNexus shall also be entitled to all legal fees in the event the services of an attorney are necessary for collection.

c. ResNexus shall be deemed in breach of this Agreement upon material default thereof that is left uncured for more than ten (10) business days. Upon such breach, and subject to the limitations on liability set forth in Section 2(d) below, the Customer shall be entitled to terminate this Agreement immediately.

d. Notwithstanding the foregoing subsections of this Section 11, the following shall apply:

i. Limited Warranty. OTHER THAN THE WARRANTIES ALREADY SET FORTH IN THIS AGREEMENT, RESNEXUS MAKES NO OTHER WARRANTIES CONCERNING ANY MATTER ADDRESSED HEREIN WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ARISING OUT OF A COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE, AND RESNEXUS DISCLAIMS ALL SUCH EXPRESS OR IMPLIED WARRANTIES. RESNEXUS MAKES NO WARRANTY OR REPRESENTATION AS TO THE VALIDITY OR SCOPE OF WEBSITE, OR THAT THE WEBSITE WILL BE FREE FROM AN INFRINGEMENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR THAT NO THIRD PARTIES ARE IN ANY WAY INFRINGING UPON ANY RIGHTS INCLUDED IN THE WEBSITE. FURTHER, RESNEXUS HAS MADE NO INVESTIGATION AND MAKES NO REPRESENTATION THAT THE WEBSITE IS SUITABLE FOR CUSTOMER'S PURPOSES.

ii. Limitation of Liability. EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RESNEXUS OR RESNEXUS' PERSONNEL ARISING OUT OF RESNEXUS' OBLIGATIONS AS SET FORTH IN THIS AGREEMENT, AS TO WHICH THE FOLLOWING LIMITATIONS DO NOT APPLY, IN NO EVENT SHALL RESNEXUS BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR EXPECTED SAVINGS OR OTHER ECONOMIC LOSSES, OR FOR INJURY TO PERSONS OR PROPERTY) IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER.

IN ADDITION, EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RESNEXUS OR RESNEXUS' PERSONNEL ARISING OUT OF RESNEXUS' OBLIGATIONS AS SET FORTH IN THIS AGREEMENT, THE CUMULATIVE LIABILITY OF RESNEXUS AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, ATTORNEYS OR AGENTS FOR DAMAGES FOR CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WILL NOT EXCEED ONE-HUNDRED PERCENT (100%) OF THE MONTHLY PAYMENTS PAID TO RESNEXUS BY THE CUSTOMER FOR THE MOST RECENT 6 MONTHS.

THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 11 SHALL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND AND ON ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER GROUNDS, AND REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

e. Upon termination of this Agreement during the first 2 years, for any reason or for no reason, the Customer shall have the right to request a copy of the Website subject to the following: the Customer agrees to pay ResNexus a sum equal to yearly cost of the Website subscription plus any remaining balance of the initial one-time setup fee, such to be determined by ResNexus in its sole discretion, with a minimum cost of \$1,000.00. After the 2 years of paid website service, the customer can request a copy of the Website for a sum of \$0. The Customer acknowledges that in the event that a copy of the Website is requested, the customer shall not have the ability to make changes to the Website.

3. Delivery of the Website. ResNexus agrees to deliver the Website to the Customer in a completed and functional form as soon as is reasonably possible subject to the following:

a. Delivery shall depend on the prompt, efficient and correct delivery of materials and information needed for the Website by the Customer. In the event materials are not timely delivered by the Customer, then ResNexus will not be responsible for delivery of the Website and any delivery dates will be automatically extended by the number of days in which the Customer materials are late.

b. In the event ResNexus becomes unable to deliver the site on the completion date because of events outside the control of ResNexus, or if the Customer, after the execution of this agreement, orders options or creates the necessity for changes to the Website, then ResNexus shall give reasonable assurance of the new completion date and shall fix such date on a reasonable basis.

4. Creation of the Website

a. The Website will be made using Company's proprietary website builder, which will allow the Website to be compatible with the following browsers and versions: Google Chrome, Microsoft Edge, Safari & Firefox Mozilla.

b. No items, functions, or implementations which are not delivered to ResNexus during the Website development and creation stage, including but not limited to artwork, animations, logo creation, JavaScript, audio, video, movies, and other interactive elements, shall be included in the Website initially.

c. Such features and/or functions are to be proposed separately as an option and upon written approval by the Customer shall become part of this Agreement. The parties acknowledge and agree that the Monthly Payments do not include the cost for upgrades to the Website. The Customer recognizes that there are or may be other fees associated with operating the Website, including but not limited to, email, additional search engine optimization, additional page content, which are not included in the Monthly Payments that are to be paid by the Customer directly to ResNexus or to third parties, as the case may be.

d. Customer has the responsibility of timely providing technical and other information and documentation as needed by ResNexus and to test the product provided and make written comments to ResNexus within reasonable time periods as indicated by ResNexus. The failure to provide such timely written information, or test the product, or provide written comment on the tested produce within those time periods may cause a delay in the completion of the project both with regard to the completion date and possible interference with other contractual obligations of ResNexus. Upon reasonable written notice by ResNexus, and upon the failure of the Customer to comply with the requests for information, testing or comment period, ResNexus may deem the Customer to be in breach of the agreement, cancel the agreement with the Customer, retain the monies already paid, and invoice for services rendered to date which shall be paid within ten days of receipt of the invoice; or ResNexus, at its option, may place the project on "hold," fix new contract dates for delivery and completion, and invoice the Customer for the work done to date, which shall be paid within ten days of receipt of the invoice.

5. Additional Services. ResNexus agrees to provide the additional services:

a. An initial search engine optimized website; and

b. Initial GDPR and ADA compliance.

6. Reproduction Rights.

a. The reproduction rights set forth herein in this Section 6 to the Customer shall take place and be effective only upon payment in full by the Customer of the Monthly Payments.

b. The services provided by ResNexus under this Agreement and all materials, products, and modifications developed by or prepared for the Customer by ResNexus under this Agreement are and shall be the property of the Customer, and all right, title, and interest therein

shall vest in the Customer and shall be deemed a “work made for hire” made in the course of the services rendered hereunder. To the extent that title to any such works may not vest in the Customer by operation of law, or such works may not be considered works made for hire, all right, title, and interest therein are hereby irrevocably assigned to the Customer exclusively throughout the world. All such material shall belong exclusively to the Customer and the Customer shall have the right to obtain and hold in its own name copyrights, patents, and trademark registrations, and any other form of protection appropriate to the subject matter, and any extensions and renewals thereof, except for the trademark, logo, or identification of ResNexus or any archival photos, artwork, audio, or video which are in the public domain or any licensed software within the Website.

c. ResNexus agrees to give the Customer and any person designated by the Customer any reasonable assistance required to perfect the rights defined in this Section 6 but only upon payment of all fees hereinabove set forth.

d. Nothing in this Section 6 shall expand the limitations of ResNexus’s warranties pursuant to Section 7 and such warranty runs only to the Customer and is not assignable. Subject to this Section 6, to the extent ResNexus incorporates any of its intellectual property owned by it prior to the development of the Website into the Website, the parties agree that ResNexus shall retain full ownership of any such intellectual property; provided that ResNexus hereby grants to the Customer a perpetual, irrevocable, fully paid-up and royalty-free, worldwide, sub-licensable, non-exclusive and unrestricted license and right to use, reproduce, modify, transfer, and maintain such intellectual property and all of its derivatives in the Website, except for licensed software, which is subject to the terms of separate agreements, and except for the trademark, logo, or identification of ResNexus and any intellectual property of ResNexus which can be modified only by ResNexus.

e. Notwithstanding the foregoing, ResNexus has the right to reproduce the artwork and Website pages for its advertising and marketing without the permission of the Customer.

7. ResNexus’s Representations and Warranties. ResNexus represents as follows:

a. That ResNexus is a limited liability company in good standing and organized under the laws of the State of Utah.

b. That ResNexus has the full and unrestricted right to enter into this Agreement.

c. That ResNexus shall use its commercial best efforts to deliver an ADA compliant Website to the Customer in a form that complies with ResNexus’s obligations under this Agreement; provided that in no event will ResNexus or its affiliates be liable for any damages, losses or expenses arising in connection with any failure of performance, error, omission, interruption, defect, bugs, delay in operation or transmission, computer virus or line or system failure, even if ResNexus or its representatives are advised of the possibility of such damages, losses or expenses.

d. Once the ResNexus Website is live, if the Customer receives legal notice of failure(s) of ADA compliance with the ResNexus Website or Online Booking Engine, then the customer shall provide written legal documentation within 7 business days of notice of said failure(s) to

support@resnexus.com. ResNexus shall use its commercial best efforts to remedy the lack of ADA compliance within 30 business days. If the Customer decides to settle an ADA lawsuit without notifying ResNexus in writing then the Customer accepts all liability, expenses and losses.

8. Customer's Representations and Warranties. The Customer represents as follows:

a. That it is in good standing and organized under the laws of the state/country it resides in.

b. That all artwork, design, logos, likenesses, or photos or persons supplied by the Customer to ResNexus for use in the Website are with proper permission.

c. That any artwork supplied by the Customer does not infringe on any copyright or trademark.

d. That any material provided to ResNexus by the Customer for use in the Website contains does not contain any matter or material that would violate applicable law.

e. That the Customer has the right to use the likeness of all the persons depicted in the artwork used in the Website where the Customer has supplied the likeness.

f. That the Customer will indemnify and hold harmless ResNexus from any and all claims arising from any breach of this Section 8, including legal fees.

g. That the Customer gives permission to ResNexus to refuse at any time to print or place on the Internet any copy, photograph, or illustration of any kind that in ResNexus's sole discretion it believes is an invasion of privacy, degrading, libelous, unlawful, obscene, pornographic, in bad taste, or which in the sole judgment of ResNexus is an infringement on a trademark or copyright belonging to others, without ResNexus having any affirmative obligation to review the website for such infringement.

h. That the Customer is and shall be solely responsible for how the Website performs on search engines.

i. That the Customer is and shall be solely responsible for ensuring that the Website complies with any and all local, national and worldwide regulations, including ADA compliance.

9. Changes to Website. The Customer acknowledges that any changes to the Website following completion of the Website under Section 11 below can only be made by the Customer through the ResNexus "Website Builder" program. ResNexus shall have no responsibility to perform any such changes. Accordingly, ResNexus shall not incur any liabilities resulting from any such changes, including lack of ADA compliance as a result of such Customer changes, and the Customer agrees to hold harmless and indemnify ResNexus from any liabilities resulting therefrom.

10. Confidentiality. This Agreement creates a confidential relationship between the Customer and ResNexus. Information concerning ResNexus's and the Customer's business affairs, vendors, finances, properties, methods of operation, computer programs, employees, documentation, and other such information whether written, oral, or otherwise, is confidential in nature. ResNexus, the Customer, and the employees and consultants of both will adhere fully to this confidentiality agreement. The Customer and ResNexus will not disclose any confidential information to third parties without prior written consent of the other party except as may be required by law.

11. Completion of Website. ResNexus shall send notice of completion of the Website indicating that all work has been done as per this Agreement. The Customer shall then have five (5) days to verify whether or not it agrees that the Website has been completed in conformity with the terms of this Agreement. If the Customer does not notify ResNexus of its belief that the Website has not been completed in conformity with the terms of this Agreement within the five-day period, it shall be assumed that the Customer agrees that all work has been done on the Website and that it does, in fact, conform with all of the terms of this Agreement. Any requested changes, modifications, upgrades or new work (other than warranty work under Section 3(a)) will be an extra charge to the Customer.

12. Miscellaneous.

a. Headings, Etc. Headings used in the agreement are for convenience only and shall not be used to interpret or construe its provisions. Unless otherwise expressly provided or unless the context requires otherwise, (i) all references in this Agreement to Articles, Sections, Schedules, Annexes and Exhibits mean and refer to Articles, Sections, Schedules, Annexes and Exhibits of this Agreement; (ii) all references to statutes and related regulations shall include all amendments of the same and any successor or replacement statutes and regulations; (iii) words using the singular or plural number also shall include the plural and singular number, respectively; (iv) references to "hereof," "herein," "hereby" and similar terms shall refer to this entire Agreement (including the Schedules, Annexes and Exhibits hereto); (v) references to any person or entity shall be deemed to mean and include the successors and permitted assigns of such person or entity (or, in the case of a government entity, person or entity succeeding to the relevant functions of such person or entity); (vi) masculine gender shall also include the feminine and neutral genders, and vice versa; and (vii) whenever the words "include," "includes" and "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

b. Governing Law. This Agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of the State of Utah. The Customer submits to the exclusive jurisdiction of the state and federal courts located in the State of Utah for any action or proceeding relating to this Agreement and expressly waives any objection it may have to such jurisdiction or the convenience of such forum. As the bringing of any action or proceeding in another jurisdiction by the Customer would be in breach of this Agreement and could be deemed a fraud upon the court in such foreign jurisdiction, full faith and credit need not be given to such action or proceeding.

b. Entire Agreement. Except as otherwise provided in this Agreement, this Agreement, together with all exhibits, annexes and schedules hereto and thereto, sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior or contemporaneous understandings, whether written or oral are superseded by this Agreement, and all prior or contemporaneous understandings, and all related agreements and understandings are hereby terminated. This Agreement may be amended or modified, and any provisions of this Agreement may be waived, in each case upon the approval, in writing, executed by the parties hereto. No other course of dealing, custom or practice between or among any of the parties or any delay in exercising any rights pursuant to this Agreement shall operate as a waiver of any rights of any party.

c. Binding. Except as otherwise expressly provided in this Agreement, all covenants and agreements set forth in this Agreement by or on behalf of the parties shall bind and inure to the benefit of the respective successors and permitted assigns of the parties, whether so expressed or not. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of the other parties.

d. Counterparts. The parties may execute this Agreement in two (2) or more counterparts, including facsimile versions (no one of which need contain the signatures of all parties), each of which shall be an original and all of which together shall constitute one and the same instrument. Any facsimile or PDF e-mailed version of an executed counterpart of this Agreement shall be deemed an original.

e. Third Party Rights. Except as otherwise expressly provided in this Agreement, this Agreement is not intended and shall not be construed to confer upon any person or entity other than the parties any rights, obligations or remedies hereunder.

f. Severability. In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, to the maximum extent permitted by law, not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein.

g. Effectiveness. Each party expressly represents and warrants to each other party that such party (i) has been fully informed of the terms, contents, conditions and effects of this Agreement; (ii) has relied solely and completely on its own judgment in executing this Agreement; (iii) has had the opportunity to seek and has obtained the advice of counsel and other advisors, including tax advisors, before executing this Agreement; (iv) has acted voluntarily and of its own free will in executing this Agreement; and (v) is not acting under duress, whether economic or physical, in executing this Agreement. If an ambiguity or question of intent or interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or burdening any party by virtue of the authorship of any of the provisions of this Agreement.

h. Specific Performance. The parties stipulate that the remedies at law of the parties hereto in the event of any default or threatened default by any party in the performance of or



compliance with any of the terms of this Agreement are not and will not be adequate and that, to the fullest extent permitted by law, such terms may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise. The exercise of any remedy by any of the parties shall not be deemed an election of remedies or preclude any of the parties from exercising any other remedies in the future.

i. No Partnership. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party shall have any authority of any kind to bind the other party in any respect whatsoever.

j. Prevailing Party. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.