<div align="center">**MASTER WEBSITE SERVICES AGREEMENT**</div>

This Agreement ("**Agreement**") is entered into as of August 1, 2023, the "**Effective Date**", between Red Sage Communications, Inc. ("**Developer**") and Madison Planning & Economic Development Department ("**Client**") (each, a "**Party**" and, collectively, the "**Parties**". Client is engaging Developer as an independent contractor for the specific purpose of programming, hosting, and providing ongoing support for one or more Client Websites as described herein and in accordance with the following terms and conditions:

DEFINITIONS

"**ADDENDUM: Statement of Work**" means the document that will be provided to Client by Developer for the initial setup and development of a Client Website or significant website project built by Developer for Client. The ADDENDUM: Statement of Work will be agreed upon in writing by both parties and will include a full list of project scope, features, specifications, development timeframe, terms, and conditions, and pricing specific to that project. All ADDENDUM: Statement of Work Attachments are considered part of and fall under the terms of this Agreement.

"**Attachment**" refers to any document or documents including Statements of Work, Exhibits, Schedules, Addenda or Attachments cited and referenced by the Parties as coming under the terms of this Agreement. If there is a conflict between the applicable Attachment and the Agreement, the Agreement will prevail unless otherwise stated within the individual Attachment.

"**Client Data**" means all Data supplied by Client or that is provided or obtained in connection with the Agreement.

"**Client Website**" refers to any website or significant web-related project built for, provided by, or hosted by Developer for Client that falls within the terms of this Agreement.

"**Hosting Provider**" means CloudAccess.net, a Managed WordPress and Managed Joomla hosting company. The Developer resells Hosting Provider services to its clients.

"**Sensitive Data**" means any data that is identified by the Client as requiring a higher level of security subject to any country, federal, state, and local laws and regulations relating to the processing, protection, or privacy of data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction or industry rules, codes, or guidelines. This may include, but is not limited to, the CCPA, GDPR, Gramm Leach Bliley (GLB) Act, HIPAA, PCI DSS, ITAR, and EAR.

"**Services**" includes any services provided by Developer, its Hosting Provider, or in conjunction with Developer's or Hosting Partner's partners, contractors, agents, and subsidiaries collectively or separately, including website development, content development, graphic design, SEO, web hosting, content delivery network, internet security, SSL certificates, domain registrations, version monitoring, security monitoring, uptime monitoring, security patch installation, software updates, and other related support or services.

"**Solution Provider**" means any outside third-party provider of a Software as a Service (SaaS) Application, plug in, application, software, code snippet, or any feature developed by a third-party that provides functionality to a Client Website. Solution Providers may be suggested by the Developer or provided by the Client.

MASTER WEBSITE SERVICES AGREEMENT TERMS AND CONDITIONS

1. **SITE DEVELOPMENT.**

    1A. Technology. Client and Developer will mutually agree on the software used to build each Client Website (such as WordPress, Joomla!, or other) and will list selected software in the ADDENDUM Statement of Work.

    1B. Authorization. If content or applications are to be transferred from an existing website hosted elsewhere, Client hereby authorizes Developer to access the existing website and authorizes the web hosting service to provide Developer with "full access" to Client's webpage directory, cgi-bin directory, and any other directories or programs that need to be accessed. Client warrants that any rights required to allow such activity by Developer have been obtained by Client.

1C. Content. Any copy for Client Websites provided by Client must be provided electronically. Photos and other graphic images must be supplied by Client in electronic format (jpg, tif, eps). Client represents to Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Developer for inclusion in a Client Website built by Developer or added to a Client Website by Client over time after the site launches are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, defend and indemnify Developer from any claim or suit arising from the use of such elements furnished by the Client. Developer may use royalty-free photos licensed to Developer throughout the site; these royalty-free photos will remain the licensed property of Developer according to the terms of the owners' licensing agreements.

The scope of the website will be defined in the Addendum: Statement of Work, including how many Standard Pages are included in the site. A Standard Page is a page of content that is not contained in a directory application, news application, or other application, but contains basic text and images and typically forms the majority of the navigation structure. Content on these pages typically should not exceed the equivalent of a page of content in a Word Document. Additionally, a number of graphics included in the scope of the website will be included in the Addendum: Statement of Work. A graphic can be a photograph, an illustration, a logo, or an icon, used as submitted without modification. Any additional graphic requested by Client or any revisions to graphics requested by Client is considered out of scope work and subject to additional time that will be invoiced at standard hourly rates. Prior to programming, Client will be provided a final Content Document containing all content to be used on the website. Client will be asked to provide written approval that all content provided within the Content Document is accurate.

1D. External Links. Client warrants that all authorizations necessary for hyperlinks to third-party websites or other content have been and will be obtained and Client will not create any external links without this authorization. Client will hold harmless, defend and indemnify Developer from any claim or suit arising from any external links contained on Client Website.

1E. Site Revisions. Once the site has been programmed, Client will be provided a link to preview the website and will provide instructions for any changes in a single change order to Developer. A time budget for making revisions will be defined in the Addendum: Statement of Work for each project. Any hours required to make revisions beyond the budget defined in the Addendum will be invoiced at standard hourly rates.

1F. Basic Responsive Programming. Basic responsive programming is included in Client Websites programmed by Developer. Note that this does not include extensive testing to troubleshoot any issues or how content appears on specific devices. Developer cannot guarantee the responsiveness or functionality of all elements programmed on Client Websites, or any third-party elements added into the website when viewed on mobile devices. Developer will provide programming assistance upon request to address any responsive issues related to the website's performance on mobile devices. Device model, software application, and versions must be provided. No guarantees can be made that all issues will be resolved. Any time invested in exploring and working to resolve issues is billable, regardless of whether or not issue is fully resolved. Time to troubleshoot responsive programming is invoiced at the standard hourly programming rate.

1G. Out of Scope Work. Any significant and material change requested by Client to the services or deliverables outlined in the Statement of Work will require a written change order providing scope and additional price details ("**Change Order**") that will be signed by the Client prior to Developer beginning the out-of-scope work. Smaller scope changes, such as client requested revisions that take more time to complete than the block of time specified in the Statement of Work are still considered out of scope work but do not require a written change order and are invoiced at standard hourly rates for any overage hours. Client agrees to reimburse Developer for any additional Client-requested expenses defined as out-of-scope work.

1H. Training. Site maintenance training will be provided by the Developer either at the Developer's location of business or through a virtual online session. Extra costs will apply if training is conducted at Client's place of business. Training costs include preparation for and facilitation of one training session.

1I. Subcontracting. Developer reserves the right to assign other web designers or subcontractors to this project who are of equivalent competence and at the same Client standard hourly rates.

1J. Stalled Projects. Developer and Client will work together to define a project schedule in the initial web session. If a site falls more than four weeks behind the dates in the approved schedule, additional costs for out-of-scope time are likely. Website software updates are more likely to be necessary when sites stall, and additional meetings outside of the scope of

the project to review status and next steps are likely to be necessary. All time required by the Developer to restart the project, spend time reminding Client about progress and next steps, and perform any other activities that are determined by Developer at its sole discretion to be caused by Client delays will be invoiced at standard hourly rates.

2. **DOMAIN NAMES.** Client is responsible for the registration, and any registration renewals, of Client Website domain names and will not hold Developer liable for any outages of the website, email, or other business services due to Client failing to renew domain name. Client warrants that Client's use of any such domain name(s) does not violate the intellectual property rights of any third party and shall indemnify, defend and hold Developer harmless against any claim by any third party arising out of Client's use of any such registered domain name(s). Without limiting any of the foregoing, Developer may, on Client's behalf, assist Client with registration of Client's domain name using Client's account information. Up to one (1) hour of support time will be provided by Developer to Client to assist in domain management related to launching each Client Website. Additional support for domain management can be provided by Developer, if needed, and will be billed at the standard hourly programming rate.

3. **SITE FEATURES & PERFORMANCE**

   3A. Accessibility. Where Developer's scope of work includes the design and development and/or maintenance of a Client Website, Client acknowledges that, unless otherwise provided for in an Attachment, Developer's scope of work does not include ensuring compliance with the Americans with Disabilities Act ("**ADA**") website accessibility standards (or any similar standards, rules or requirements). If Client requires ADA compliance, Developer can recommend and integrate a third-party ADA Compliance solution or can integrate an appropriate ADA Compliance solution provided by Client. Where Client requests and Agency undertakes to provide such website accessibility requirements, the details of such undertaking will be set forth in an applicable Attachment or in any ancillary agreements or documents with third parties for website accessibility services. Regardless of any ADA compliance solution integrated into the Client's Website, whether provided by Developer or Client, Client releases Developer from any liability and will hold harmless, defend and indemnify Developer from any claim or suit arising from any claim of non-compliance with ADA law and regulations, including reasonable attorney fees.

   3B. Third-Party Software or Features. If Client elects for Developer to add software or features developed by a third-party Solution Provider that provides functionality to a Client Website, Client accepts the Solution Provider's Terms of Service and all terms contained in Solution Provider's related policies and service level agreements. Solution Provider's terms are subject to change at any time without notification. Client releases Developer from any liability and will hold harmless, protect, defend and indemnify Developer from any claim or suit arising from the use of software or features provided by Solutions Provider, including reasonable attorney fees.

   3C. Client Work. Developer makes commercially reasonable efforts to select reputable and stable themes, frameworks, plugins, extensions, and other software (the "**Software**") for websites built and managed by Developer and maintains active licenses with each providing access to critical security updates and patches. If Client elects, in its own authority, to install Software onto a Client Website hosted by Developer on its own or using a contractor, agent, partner, or third party vendor or Solutions Provider of Client's choosing, without making prior arrangements with Developer to determine the stability of the software and obtain licenses that provide access to security updates and patches, Client releases Developer from any liability and will hold harmless, protect, defend and indemnify Developer from any claim or suit arising from the use of such Software furnished by the Client, including reasonable attorney fees. If Developer, at its sole discretion and authority, determines that the Software presents an unreasonable risk to Client Website or other websites managed by Developer, Developer reserves the right to cancel site hosting and Client will not be eligible for any refund. Any time provided by Developer to resolve issues related to the Software or assist with migrating the Client Website to another server is billable at standard hourly rates.

   3D. E-Commerce. If a Client Website includes ecommerce capabilities with payment processing, Client acknowledges that all transactions relating to merchandise or services offered through Client Website, including but not limited to the purchase terms, payment terms, warranties, guaranties, maintenance, and delivery terms for such transactions are agreed to solely between Client and third-party purchasers. Developer and its affiliates make no warranties or representations whatsoever with respect to Client's goods and services, or with respect to the qualifications of any third-party purchaser and Client hereby indemnifies, holds Developer harmless, and promises to defend, as and against any third-party claim arising out of, or related to, or in connection with such transactions.

3E. Search Engine Optimization. Search Engine optimization is not included in the base price of the website unless otherwise specified in the Addendum: Statement of Work. Search engine friendly programming techniques will be utilized whenever possible including Search Engine Friendly (SEF) URLs and programming header text using <H1> tags. Developer makes no guarantees for placement of Client Website listings in search engines.

4. **SITE HOSTING.**

4A. Hosting Provider. By using Developer's hosting services provided by its Hosting Provider you are acknowledging that you accept the Hosting Provider's Terms of Service and all terms contained in related policies and service level agreements. Hosting Provider's terms are subject to change at any time without notification. A link to Hosting Provider terms and conditions can be provided upon Client request.

4B. Hosting Specifications. Unless otherwise defined in the Addendum: Statement of Work for a particular website, hosting accounts include:
- 2GB Ram
- 20GB disk space
- Unlimited bandwidth
- 99.9% uptime guarantee
- 2 CPU Cores.

4C. Excessive Usage. Client agrees that use of the hosting services for each Client Website will not require excessive usage of system resources and/or bandwidth to the point that server performance is compromised and affects other sites on the server. Any Client Website utilizing excessive server resources may be suspended or terminated without warning to protect other sites on the server. When possible, advance warning will be provided, however if the excessive usage is deemed to be causing immediate harm to Developer's server or network, no warning will be provided. Acceptable arrangements must be made (such as removal of the offending script, payment of fees related to overages, or expansion of the dedicated server to provide more bandwidth allowance) prior to the account being reinstated. Repeated excessive usage will result in the account being canceled without the possibility for reinstatement or refund. Developer retains sole discretion over what constitutes excessive usage, repeated excessive usage, and/or acceptable arrangements, but will collaborate with Client in making any final determinations regarding the Client Website in question.

4D. Reselling/Sharing Services. Hosting accounts, web space, bandwidth, site statistics, or any other service provided by Developer cannot under any circumstance be sold, resold, shared, assigned or given away. Each Client Website requires its own hosting account.

4E. Website Security Management. Developer (and its subcontractors, assigns, and partners) shall use commercially reasonable efforts to implement security measures (such as password protection and encryption) and maintain such other safeguards (including virus protection safeguards) to prevent the destruction, loss, interception, or alteration of Client Websites by unauthorized persons, and which are consistent with current commercial practices in the industry. Developer will actively monitor for security patch releases and updates recommended for core software as well as template files and all installed extensions. Developer will install ongoing releases of security patches and updates to the core software and extensions as soon as possible after they are deemed stable after release for as long as the software version is supported. The parties expressly recognize that, despite Developer's efforts, it is impossible to guarantee security. Except with respect to Developer's express obligations described in this Agreement, Client is solely responsible for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of the Client Websites by unauthorized persons. Client further acknowledges that use of Hosting Provider's services is subject to Hosting Provider's Data Privacy/Handling Policy and Data Protection Agreement terms. Copies of these policies and terms can be provided upon Client Request.

5. **WEBSITE DATA BACKUPS AND RECOVERY.**

5A. Developer Backup and Recovery Protocols. Developer, working with the Hosting Provider, will make commercially reasonable efforts to prevent the loss of or damage to Client Website(s), and will employ back-up procedures and copies to help facilitate the reconstruction of any Client Website in the event of loss or damage. Developer will promptly notify Client of any loss, damage to, or unauthorized access of Client Websites. If Client Website is lost or damaged for reasons other than as a result of Developer's negligence or willful misconduct, Developer, at Client's expense, will use commercially reasonable

efforts to reconstruct any Client Website that is lost or damaged. If loss or damage to a Client Website is due to Developer's negligence or willful misconduct, Developer will use commercially reasonable efforts to reconstruct the Client Website to the extent of loss or damage at no additional cost to Client.

5B. Data Backups Performed by Hosting Provider. Hosting Provider maintains and performs multiple backup protocols that can be provided to Client upon request. In addition to backup features provided by Hosting Provider, backups may also be manually initiated from within the Hosting Provider Control Panel by the Developer or Hosting Provider team member.

5C. Data Backups Performed by Developer. Developer utilizes industry-leading backup software installed on each site that creates backup files of the entire site and saves them to Developer's Amazon S3 account. The frequency of these backups is monthly unless a different frequency has been agreed to and accepted by both parties in an Addendum: Statement of Work for a specific website. Backups performed by Developer are saved for a minimum of (12) twelve months.

5D. Data Recovery Performed by Developer. In most cases, Developer can perform a full restoration of a particular site in a timeframe between 15 minutes and 2 hours from the time the backup process is initiated, depending on the size of the site and the size of files being restored. Choice of backup file source is determined by Developer based upon the situation requiring the restoration.

6. **DATA SECURITY AND PRIVACY.**

   6A. Security Protocols for Client Data. Agency will use commercially reasonable efforts to (a) ensure the security and confidentiality of Client Data; (b) protect against anticipated threats or hazards to the security or integrity of such Client Data; and (c) protect against unauthorized access to or use of, or any destruction, loss, alteration, or misuse of, Client Data. Such safeguards will be no less rigorous than those maintained by Agency for its own confidential information.

   6B. Handling of Sensitive Data. Client will provide Agency with sufficient advance notice of any necessary, additional, or more stringent, measures required for Agency to use, handle, or store Sensitive Data that Client deems necessary for Agency's performance of the work. When a specific project requested by Client entails Agency handling of Sensitive Data, Client and Agency will jointly establish the data security risk, control measures and any enhanced responsibilities of each party.

   6C. Sensitive Data Prohibited on Website Hosting Accounts. Client is expressly prohibited from using Developer's website hosting services for hosting Sensitive Data. Storing and permitting access to Sensitive Data using Developer's website hosting services is a material violation of this Agreement, and grounds for immediate account termination. Developer does not control or monitor the information or data stored on, or transmitted through, Developer's hosting services. Developer does not sign "Business Associate Agreements" and Client agrees that Developer is not a Business Associate or subcontractor or agent of Client's pursuant to HIPAA. Client releases Developer from any liability and will hold harmless, defend and indemnify Developer from any claim or suit arising from non-compliance with any laws and regulations related to the processing, protection, or privacy of data, including reasonable attorney fees.

   6D. Liability for Data Security. Client is solely responsible for compliance with laws and regulations governing the privacy and security of Sensitive Data**,** and for demonstrating that compliance, including compliance by Agency and any of its agents, employees, subcontractors, or Third-Party Processors. Excepting only negligence or willful misconduct of Agency, Client will be fully liable for any damages, losses, claims, and liabilities caused by failure to comply with such laws and regulations and shall indemnify and hold Agency harmless therefrom.

7. **ONGOING HOSTING PROVIDER SERVICES.** Hosting Provider provides a range of services related to ensuring the stability and performance of its website hosting services. Hosting Provider's Network Service Level Agreement outlining its services can be provided at any time upon Client request.

8. **ONGOING DEVELOPER SERVICES.** In addition to hosting platform and hardware security protocols provided by Hosting Provider, Developer provides additional support services for every individual Client Website. These security protocols include:

   8A. Site Access and Content Maintenance Support. Developer will provide login credentials for all sites hosted for Client by Developer to allow Client to update or revise site content if Client elects to do so. Developer is available to provide assistance with making updates or revisions to content on Client websites as requested by Client. Any assistance provided will be

invoiced quarterly at standard hourly rates. Client will be liable for any non-Developer-caused errors that result in a loss of all or parts of the Client Website(s). If an error as such should occur and the site has to be restored by Developer, Client will be responsible for paying Developer for any time required by Developer and its Hosting Provider, partners, and contractors to correct issues or restore Client Website at standard hourly rates.

8B. Site Security.

i.   **Managed Software Updates.** Monitoring for CMS, theme, plugin, or extension critical security update releases ("Releases"); Developer actively monitors Releases notifications for all sites hosted by Developer, troubleshooting as any issues occur. Updates are performed when the Developer, at its sole discretion, determines the update is stable.

ii. **Site Level Active Monitoring, WAF, & Brute Force Preventions.** Developer maintains license for an industry leading third party monitoring service to perform real-time from external locations. This is done via ping, http requests as well as specific query strings. If a fault is found by the monitoring service, an email is sent to the Developer's web team to investigate the issue immediately. The service monitors for suspicious activity or outages; unintended file changes to prevent injection and unvalidated redirects and forwards; prevention of brute force attacks by limited consecutive logins and access granted to defined IP addresses, if provided by Client.

iii. **Security Headers.** Developer manually adds security headers upon completion of the site to prevent Cross-Site Scripting ("XSS") and Cross-Site Request Forgeries ("CSRF"). Security headers installed by Developer include: X-XSS-Protection, X-Frame-Options, X-Content-Type-Options, Strict-Transport-Security, Content-Security-Policy, Referrer-Policy, Permissions-Policy, and Expect-CT.

iv. **Remediation of Vulnerability Scan Report Findings.** To assist our Clients with their compliance efforts, Client may provide Vulnerability Scan Reports to Developer and Developer will mitigate any highlighted issues under Developer's or Hosting Provider's reasonable control to fix. Certain issues, such as server-level port settings, can only be addressed if Client has a dedicated server. All Developer time to work with Client to mitigate Vulnerability Scan issues is invoiced at standard hourly rates.

9. **ACCEPTABLE USE POLICY:** Client's Website(s) may only be used for lawful purposes. Transmission, storage, displaying, or linking to any information, data or other material in violation of any law, or that is restricted under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) is strictly prohibited. This includes but is not limited to:
    i.   Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
    ii.   Unauthorized linking to copyrighted material in a manner designed to distribute the material; pornography or other adult related material;
    iii. Sexually related materials;
    iv.   Content that harms minors in any way;
    v.   Content that impersonates any person or entity or falsely states or otherwise misrepresents Client's affiliation with a person or entity;
    vi.   Forged headers or manipulated identifiers that disguise the origin of any Content transmitted through the Service;
    vii. Uploading, posting, or otherwise transmitting unsolicited commercial email or "spam," Including unethical marketing, advertising, or any other practice that is in any way connected with "spam," such as (a) sending mass email to recipients who haven't requested email from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;
    viii. Uploading, posting, or otherwise transmitting any material considered malicious which may contain software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
    ix.   Interfering with or disrupting the servers or networks connected to the Client Website, or disobeying any requirements, procedures, policies, or regulations of networks connected to the Service; intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, secure data such as Export Control Technical Data and other related secure content defined by federal ITAR, EAR, TSR laws, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities

exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

x. "Stalking" or otherwise harassing another;

xi. Promoting or provide instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals, including, without limitation, providing instructions on how to assemble bombs, grenades, and other weapons or incendiary devices;

xii. Offering for sale or sell any item, good, or service that (a) violates any applicable federal, state, or local law or regulation, (b) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (c) Developer determines, in its sole discretion, is inappropriate for sale through the hosting services;

xiii. Using the hosting service for anything other than it's intended purposes; and

xiv. Using the hosting service for phishing, auto-content/auto-likers, gaming servers, botnets, bit-coin mining, and black hat SEO pages.

Websites found to contain any prohibited materials will be canceled immediately without warning and will not be eligible for any refund. Developer retains the right to make the final decision as to what constitutes a violation of this policy.

10. **COPYRIGHTS.**

10A. Open-Source Software. Client acknowledges that all rights, titles and interest in the Joomla! or WordPress Open Source Software is subject to the GPLv2 License, and Client agrees to abide by the terms of such licenses.

10B. Client Materials. Any uploaded client data shall be solely owned by the Client. Where Client has supplied to Developer any information, artwork, logos, images, copy or other written, domain names, graphic or pictorial materials (the "**Client Content**") for Developer's use in connection with the performance of services under this Agreement, Client hereby grants to Developer a limited, non-exclusive license to utilize, display and reproduce such Client Content in the deliverables and/or in connection with Developer's performance of the Services. Client covenants that it owns or has secured all necessary rights to the Client Content, and that such Client Content does not infringe any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right of any third party, including those such rights of any individuals whose likeness appears in the Client Content.

10C. Third-Party Materials. Client acknowledges that the Hosting Provider's platform and other related hardware and software are the property of Hosting Provider and/or its suppliers. Hosting Provider maintains and controls ownership of all IP numbers and addresses that may be assigned to Client, and Hosting Provider reserves, in Hosting Provider's sole discretion, the right to change or remove any and all IP numbers and addresses. Client further acknowledges that Developer may, on occasion, license materials from third parties for inclusion in the work. In such circumstances, ownership of such licensed materials remains with the third-party licensor and subject to the terms of the applicable third-party license. Wherever possible, Developer will keep Client informed of any such limitations and Client agrees that it will be bound by the terms of such third-party license(s).

10D. Developer Materials. To the extent any pre-existing Developer property is contained in any of the deliverables, including, but not limited to, any code, inventions, know-how, and/or source identifying matter that is created, developed, or conceived by or on behalf of Developer ("**Developer Materials**"), Developer, upon the satisfaction of Client's payment obligations under this Agreement, grants to Client a limited, royalty-free, non-exclusive, perpetual, non-assignable, worldwide license to use such Developer Materials solely in connection with Client's use of the Client Website(s).

11. **CONFIDENTIAL INFORMATION:** All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of Developers duties and responsibilities hereunder, development or hosting of Client's website(s) or as required and permitted by applicable law or legal process. All information relating to Developer that is known to be confidential or proprietary or which is clearly marked as such will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is required and permitted by applicable law or legal process.

12. **TERMINATION**

12A. Termination. Either Party may terminate this agreement by notice delivered to the other Party at least sixty (60) days prior to the effective date of the termination. Either Party may terminate this Agreement if the other Party fails to perform or otherwise materially breaches any of its obligations, covenants or representations, and fails to remedy such failure or breach within 30 days after the injured Party delivers notice to the breaching Party reasonably detailing the breach.

12B. Rights Upon Termination of Website Development Services. Developer shall transfer, assign, and make available to Client all property and materials in Developer's possession or subject to Developer's control that are the property of Client, subject to payment in full of amounts due pursuant to this Agreement in a timely manner. In the event either Party terminates development services, the value of work completed shall be billed at Developer's standard hourly rate for programming, and deducted from any payments previously made, the balance of which shall be returned to Client. If, at the time of the request for termination, work has been completed beyond the amount covered by any prior payments, Client shall be liable to pay for all work completed, including labor and any outside costs such as programming, billed at the Developer's standard hourly rate for programming. All Work Product completed as of the date of termination will be transferred to Client after receipt of full payment then due.

12C. Rights Upon Termination of Hosting Services. If Client terminates hosting services in whole or for any individual Client website prior to the end of the initial term or any Renewal Term, the prepaid hosting fees for the remaining months in the annual period will not be refunded. Developer may terminate hosting services at any time and for any reason with 60 days' advance written notice to Client. If Developer terminates hosting services, the pro-rated portion of pre-paid fees attributed to services not yet rendered as of the termination date will be refunded and the website(s) will be transferred to a new hosting service of the Client's choosing at no cost to the Client. If this Agreement is terminated for any reason, Developer will not be liable for Client's damages resulting from the expiration or termination of hosting services on account of the loss of prospective profits, anticipated sales, and goodwill or for any other reason resulting from such termination or expiration.

Should Developer choose to enter into an agreement with a different Hosting Provider requiring a change of hosting location or equipment that would affect Client Websites, Developer must have Client's consent prior to migration, which such consent will not be unreasonably withheld. Any such migration will be performed at no cost to Client.

Should Client choose to terminate hosting services with Developer, Client has the option to migrate the website(s) to the hosting service of Client's choosing. Any assistance required by Developer in the migration will be invoiced to Client at Developer's standard hourly rate for web programming.

13. **NOTICES**. Any notice, request, or other document to be given hereunder shall be effective only if it is in writing and (i) personally delivered, (ii) sent by certified or registered mail, return receipt requested, postage prepaid or (iii) sent by a nationally recognized overnight delivery service, with delivery confirmed to:

Developer – USPS	**Developer - Shipping**
Red Sage Communications, Inc.	Red Sage Communications, Inc.
PO Box 2556	111 2nd Avenue NE
Decatur, AL 35602	Decatur, AL 35601
Attn: Ellen Didier	Attn: Ellen Didier

OR

Client
Madison Planning & Economic Development Department
100 Hughes Road
Madison, AL 35758

or to such other address as the Parties may designate by notice given as above provided. A notice shall be deemed to have been given as of the date when (i) personally delivered, (ii) five days after the date when deposited with the United States mail properly addressed or (iii) when receipt of a notice sent by an overnight delivery service is confirmed by such overnight delivery service, as the case may be, unless the sending party has actual knowledge that a notice was not received by the intended recipient.

14. **PRICE AND PAYMENT TERMS.** In exchange for any new website or website project provided by Developer for Client during the term of this Agreement, Client agrees to pay Developer for services at a price and frequency provided by Developer in a separate **ADDENDUM: Statement of Work** for each new project and agreed to in writing by Client.

    Payment is due 30 days after date of invoice. Developer reserves the right to remove web pages from viewing on the Internet if Client fails to make timely payment of the invoiced amount. Late payments will bear interest at the rate of one (1) percent per month until paid. If paying by check, Client agrees that should the bank return Client's check for any reason, a $30.00 fee will be assessed by Developer and Client will be responsible for payment in full upon notification by the bank and/or Developer. Client will be responsible for the payment of all federal, state, and local- sales, use, value added, excise, duty, and any other taxes assessed with respect to the services, other than taxes based on Developer's net income. In the event Developer must pursue legal action to collect or recover its fees or costs from Client, Client will bear all fees and expenses, including, without limitation, attorney's fees, incurred by Agency in such recovery or collection action.

15. **WARRANTIES, LIABILITY AND NON-INFRINGEMENT.** Neither Developer nor any of its employees or agents, warrants that the functions contained in completed Client Websites will meet the client's requirements, or be uninterrupted or error-free, and Developer expressly disclaims any such warranty, express or implied, as well as any warranty of merchantability or fitness for a particular purpose. The entire risk as to the quality and performance of Client Websites is with Client. In no event will Developer nor any of its employees or agents be liable to Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, pandemic, epidemic, or similar catastrophe, labor strikes affecting the Developer or its suppliers or subcontractors, or any other circumstances beyond Developer's reasonable control, loss of data, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate Client Websites, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers or Client's or Client's website visitor's computer or Internet software, even if Developer has been advised of the possibility of such damages. In no event shall Developer or its suppliers be held liable for unauthorized access to, or alteration, theft or destruction of, information distributed or made available for distribution via the hosting services through accident, fraudulent means or devices. Client agrees and acknowledges that Developer exercises no control over, and accepts no responsibility for, the content of the information passing through Developer's or Hosting Provider's computers, network hubs, points of presence or the internet.

16. **INDEMNIFICATION.**

    16A. Client agrees to indemnify and defend Developer for all damages and losses (including reasonable attorney's fees, costs and expenses) arising from any claims or actions by third parties against Agency, including those by governmental or regulatory authorities, based on: (a) Client's breach of this Agreement, or (b) any claim for false or misleading advertising, libel, slander, piracy, plagiarism, invasion of privacy, or infringement of intellectual property concerning (i) any Client Content or (ii) the deliverables created by Developer that are substantially modified by Client.

    16B. Developer agrees to indemnify and defend Client for all damages and losses (including reasonable attorney's fees, costs and expenses) arising from any claims or actions by third parties against Client for piracy, plagiarism, or infringement of intellectual property based upon materials created by Developer that are contained in the deliverables, other than Client Content or materials furnished by Developer which have been substantially modified by Client.

    16C. Any party entitled to be indemnified pursuant to this Agreement ("**Indemnified Party**") shall provide prompt written notice to the party liable for such indemnification ("**Indemnifying Party**") of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement. The Indemnifying Party shall promptly undertake to discharge its obligations hereunder. Additionally, the Indemnifying Party shall employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand. The Indemnified Party shall have the right to participate in the defense of any such claim or demand, at its own expense, and may settle or compromise such claim or demand, without prejudice to its rights hereunder. The Indemnified Party shall cooperate with the Indemnifying Party in any such defense.

17. **NO WAIVER.** Developer's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of Developer's right to subsequently enforce such provision or other provisions contained in either.

18. **LITIGATION.** This Agreement shall be governed by the laws of the State of Alabama in the United States of America. Any disputes arising from this contract will be litigated or arbitrated solely in Madison County, Alabama, USA, and the parties hereby now and forever agree to the venue and jurisdiction of the State or Federal Courts in Madison County, Alabama and hereby waive any and all arguments to the contrary. If any action for the enforcement of this Agreement is brought for or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions hereof, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and expenses.

19. **SEVERABILITY**. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

20. **BINDING EFFECT**. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

21. **SOLE AGREEMENT.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings with respect to the subject matter hereof.

22. **ELECTRONIC SIGNATURES**. This Agreement may be executed and delivered by facsimile and/or email and in counterparts. Each counterpart when executed and delivered shall be deemed an original, but all of which together shall be deemed one and the same agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including electronic mail of .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
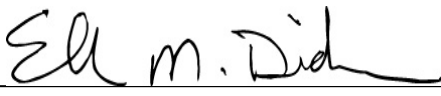
IN WITNESS WHEREOF, the undersigned hereby agree to the terms, conditions and stipulations of this Agreement and is authorized to do so on behalf of his or her organization or business.

AGREED TO:

BY CLIENT: BY DEVELOPER:
Madison Planning & Economic Development Department   Red Sage Communications, Inc.

Signature: _____   Signature: _____

Print Name: _____   Print Name: Ellen M. Didier

Title: _____   Title: President

Date: _____   Date: August 1, 2023