

CLOUDBRIDGE SOLUTIONS
WEBSITE SERVICES AGREEMENT – ADVANTAGE

THIS SERVICE AGREEMENT ("**Agreement**") is made as of the ____ day of _____ 2016, by and between **CLOUDBRIDGE, LLC**, a New Hampshire limited liability company ("**CLOUDBRIDGE**"), and _____, an independent insurance agency located at _____ ("**AGENCY**").

WHEREAS, CLOUDBRIDGE is a preferred vendor offering website development, hosting, and related services to SIAA, Inc. members; and AGENCY is a member in good standing with SIAA; and AGENCY desires access to the website services being offered by CLOUDBRIDGE.

NOW, THEREFORE, in consideration of the premises and the representations contained herein, the parties hereby agree as follows:

1. **Services.** CLOUDBRIDGE shall provide to AGENCY the various **Services**, as selected by AGENCY and more particularly outlined on **Exhibit 1** ("**Services**").
2. **Compensation.** CLOUDBRIDGE shall receive compensation for the **Services** at the rates, terms and conditions outlined on **Exhibit 1**. AGENCY must authorize and participate in an automatic payment process whereby monthly invoices are paid by either ACH or Credit Card processing.
3. **Term.** The initial term of this Agreement shall be one (1) year, beginning on first day of the month following the date this Agreement is executed (Term). Thereafter, the Term shall automatically renewal on a monthly basis, unless otherwise terminated in accordance with Section 4 herein.
4. **Termination** This Agreement may be terminated upon 45 days written notice, for any reason, by either party. Upon termination of the Agreement by AGENCY, **AGENCY expressly acknowledges that it will owe CLOUDBRIDGE the complete balance of any service commitments for the remainder of the Term, regardless of whether such Services have been performed or will be performed.**
5. **Independent Contractor.** The relationship between CLOUDBRIDGE and AGENCY is expressly acknowledged as that of an **independent contractor** and under no circumstances shall it be construed as employer-employee, partnership, joint venture, or any other type of relationship.
6. **Prohibited Usage.** Any use of CLOUDBRIDGE services that violates any local, state, federal, or international laws is strictly prohibited
7. **New Services.** It is hereby expressly agreed that as an existing customer, CLOUDBRIDGE may on occasion send to AGENCY marketing materials related to new services or offerings.
8. **Transfer of Domain.** Upon Termination of **Services**, and provided there is no outstanding balance due, should AGENCY require assistance in transferring a domain (name), CLOUDBRIDGE shall facilitate this process as a courtesy. However, should the domain transfer require more involved technical support, such service shall be provided at the then current market rate. It is acknowledged that certain language and content of the website template has been created and developed by CLOUDBRIDGE and/or SIAA. Accordingly, both CLOUDBRIDGE and SIAA hereby expressly reserve the right to enforce their copyright.
9. **Confidential Information.** During the Term of this Agreement, either party ("**Disclosing Party**"), may disclose "Confidential Information" to the other ("**Recipient**"). For purposes of this Agreement, "**Confidential Information**" means any nonpublic, and/or proprietary information. The Recipient shall exercise reasonable care, and use at least the same degree of care it uses in maintaining its own confidential information, in maintaining the Confidential Information of the Disclosing Party.
10. **Indemnity.** CLOUDBRIDGE shall at all times maintain a level of service that meets or exceeds market standards for information technology. However, it is expressly acknowledged that CLOUDBRIDGE makes no warranty as to suitability for a particular purpose or particular industry that may be regulated by state or federal statute. Further, to the extent CLOUDBRIDGE is adding links and materials from third parties, at the election of AGENCY, CLOUDBRIDGE hereby disclaims any and all liability from such connections. Compliance with insurance department regulations shall remain the exclusive responsibility of Agency. The sole and complete recourse against CLOUDBRIDGE for any action under this Agreement is limited to claims of *gross negligence* related to administering or failure to administer the services provided under this Agreement. And, in no event will CLOUDBRIDGE be liable for **consequential or indirect damages**, or damages that exceed the amount AGENCY paid CLOUDBRIDGE in the 12 months prior to the alleged gross negligence.
11. **IP Developments.** AGENCY agrees that all intellectual property developed or invented by CLOUDBRIDGE in connection with the performance of the **Services**, either solely or in collaboration with others, are and shall be the sole and exclusive property of CLOUDBRIDGE; provided, however, that CLOUDBRIDGE hereby grants a license to use said IP Developments to AGENCY for the duration of the Agreement.
12. **Disputes; Governing Law; Authority.** The parties agree that the state and federal courts sitting in the State of New Hampshire shall have jurisdiction over all disputes arising under this Agreement and that venue for any such dispute shall be laid in the State of New Hampshire. Intending to be legally bound hereby, and with the requisite authority, the undersigned have executed this Services Agreement effective as of the date first written above.

AGENCY

Signature: _____ Name: _____ Title: _____

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EXHIBIT 1

SERVICES

Website development/migration/hosting

1. No start-up fee or upfront costs.
2. Members own their domain (if in good standing). Cloudbridge will help secure domain if needed.
3. Unlimited email users associated with the website.
4. Unlimited data hosting.
5. No charge to migrate current website to Cloudbridge.
6. Four (4) unique templates to choose from.
7. No charge to switch templates on annual basis.
8. Cloudbridge engages member representative through development outline.
9. Easy to use content manager for self-management.
10. Up to 5 tickets included in annual pricing to provide personalized support.

BILLING

Website Service – Monthly Fee

\$69 per month, payable 30 days in advance, by ACH.

First payment in the amount of \$138 is due upon signing; thereafter payment shall be made via ACH on the first or fifteenth of each month.

Additional handling charge may apply for credit card processing (\$3).

Additional Services – Any additional services shall be subject to additional fees, agreed to in advance by the parties.

Once this agreement is executed, and options for a web site have been chosen, please return the original document and down payment to:

CLOUDBRIDGE Solutions, LLC
Attn: Accounting
234 Lafayette Road
Hampton, NH 03842

Or Email to:
Forms@cloudbridgesolutions.com