

APSA WEBCONNECT AGREEMENT

This Agreement made on _____ (“Effective Date”), between _____, (“Owner”) and APSA of Illinois Service Corporation, a for profit subsidiary of AUTOMOTIVE PARTS & SERVICE ASSOCIATION OF ILLINOIS, an Illinois not for profit corporation (“Provider” or “APSA of Illinois”). Owner and Provider are sometimes referred to collectively in this Agreement as the “Parties.”

WHEREAS, Owner desires to engage Provider to develop, create, test, and deliver electronic documents implemented in Hypertext Markup Language (“HTML”), for the purpose of establishing a site for Owner on the World Wide Web (the “Web Site”); and

WHEREAS, Owner desires to further engage Provider to maintain the Web Site during the term of this Agreement; and

To carry out these purposes, the Parties agree as follows:

1. DEFINITIONS

1.1. Browser. The term Browser refers to a program used to provide interactive, graphic access to sites on the World Wide Web.

1.2. Internet. The term Internet refers to the global network of computers using the TCP/IP protocol for communication.

1.3. Web. The term Web refers to the World Wide Web. The Web is a graphic interface used to access sites on the Internet.

2. DEVELOPMENT AND MAINTENANCE OF WEB SITE

2.1. Material to be Supplied by Owner. Owner will supply to Provider all text, graphics, and other content to be included in the Web Site (“Owner's Material”). Owner shall provide textual and graphic material in electronic format. Owner's Material may be delivered to Provider by any of the following means: on CD, DVD or email with the page for which the content is intended clearly indicated. Photographs should be high resolution, preferably a minimum of 300 dpi.

2.2. Provider's Adaptation of Material. Provider will translate and adapt Owner's Material into HTML format, to substantially conform to the mock-up Web pages attached as “Exhibit A.”

2.3. Access to Site During Construction. During development of the Web Site, Provider will make the site available for review by Owner at the new domain in a folder called “NEW” Exp. “www.website.com/NEW/.” 2.4. Schedule for Completion of Web Site. Development of the

Web Site is expected to be completed 30 days from the date Provider receives this Agreement executed by Owner and the Initial Payment (described in Exhibit B).

2.5. Final Acceptance. Within 3 business days of completion of the Web Site, Owner will notify Provider of any changes. Provider will have 3 business days from the date of notification of the changes to implement the changes. This process will occur once for final acceptance of the Web Site or until the agreement is terminated. The date on which the Web Site goes live shall be referred to herein as the "Start Date."

2.6. Maintenance of Web Site. From the Start Date until the termination of this Agreement, Provider will maintain the Web Site, using commercially reasonable practices.

2.7. Web Site Domain. Provider will design and maintain the Web Site on the Owner's web site domain. In the event that Owner does not own a web site domain, Provider will assist Owner in obtaining a web site domain.

2.8. Administrative Rights. Owner will assign to Provider all administrative rights to the Web Site for the duration of this Agreement.

3. COMPENSATION

3.1. Package Price. Except as provided in Section 3.3 below, the price for all work done in connection with this Agreement shall be as shown on Exhibit B attached hereto and incorporated herein by this reference.

3.2. Renewal Price. Except as provided in Section 3.3 below, for each Renewal Term (as defined in Section 7 below), the Owner shall pay to Provider the amount shown on Exhibit B hereto.

3.3. APSA Membership. Owner must be a member of APSA in good standing to enter into this Agreement. If at any time during the term of this Agreement Owner ceases to be a member of APSA in good standing, then (a) Owner will pay APSA a \$100.00 administrative fee and (b) all other payments due hereunder shall be increased to 1.5 times the amount otherwise stated in this Agreement.

4. PUBLICITY

4.1. Site Publicity. Within 3 business days of the Start Date, Provider will provide Owner with a list and description of Internet search engines and directories identified by Provider for submission of the Web Site.

4.2. Link to APSA. For the duration of this Agreement, Owner will include a link to Provider's home page on the Web. Provider will have full discretion as to the format of the link.

5. OWNERSHIP OF WEB SITE AND RIGHTS

5.1. Web Site Material. The term Web Site Material includes, but is not limited to, all text, graphics, video, audio, programming, code, algorithms, scripts, and applets constituting the Web Site. Provider agrees and understands that its creation and authorship of the Web Site Material constitutes a work made for hire, as that term is defined in [17 U.S.C.A. § 101](#) (the “Copyright Act”).

5.2. Assignment of Copyrights. If all or part of the Web Site Material is, for any reason, deemed not to be a work made for hire, Provider agrees to execute all documents necessary to transfer to Owner the ownership of any and all rights, including, but not limited to, copyrights, that Provider may have in the Web Site Material.

5.3. Ownership of Web Site Material. Owner will own the exclusive rights to the Web Site Material, including, but not limited to, all United States and international copyrights and other intellectual property rights.

6. WARRANTIES

6.1. Quality and Performance of Web Site. Provider represents and warrants as follows:

- (a) That the Web Site will be developed in a workmanlike, professional manner
- (b) That the Web Site will perform properly when browsed with the latest stable versions (as of the Start Date) of the following browsers: Internet Explorer, Firefox and Safari.

6.2. Compliance with Applicable Laws. Provider represents and warrants that Provider has complied with all applicable local, state, and federal laws in carrying out its obligations under this Agreement.

7. TERM OF AGREEMENT

7.1. This Agreement will take effect on the Effective Date and remain in effect for a period of three years from the Start Date (the “Initial Term”). This Agreement shall renew for successive one year periods (a “Renewal Term”), unless either party provides notice of its intention to terminate the Agreement to the other party no less than 30 days prior to the expiration of the Initial Term or any Renewal Term.

8. TERMINATION

8.1. At any time Owner may terminate this Agreement by providing written notice to Provider. In the event of such termination, Owner shall not be relieved of its payment obligations hereunder.

9. ASSIGNMENT

9.1. Neither Party may assign any of its respective obligations under this Agreement without the express written consent of the other Party; provided, however, that Provider shall be permitted to subcontract its obligations hereunder.

10. MISCELLANEOUS

10.1. Amendment. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party.

10.2. Joint Drafting. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

10.3. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and will in no way be affected or invalidated.

10.4. Time of the Essence. The Parties understand that time is of the essence in carrying out their respective obligations under this Agreement.

10.5. Entire Agreement. This Agreement, including all Exhibits, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be charged.

10.6. Choice of Law, Jurisdiction and Venue. This Agreement will be governed, construed, and interpreted in accordance with Illinois law (without respect to principles of conflicts of law), and the Parties submit to the jurisdiction of and venue in Illinois in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.

10.7. Costs and Attorneys' Fees. In any action brought under this Agreement, the prevailing party shall be entitled to recover its actual costs and attorney's fees and all other litigation costs, including expert witness fees, and all actual attorney's fees and litigation costs incurred in

connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment.

10.8. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or by electronic facsimile transmission, or when mailed by registered or certified mail (postage prepaid, return receipt requested) or delivered to a courier of national reputation to the respective parties as follows:

If to Owner:

If to APSA:

APSA of Illinois
6450 South Sixth Street Road
Springfield, IL 62712

With a copy to:

William P. Streeter
Hasselberg, Williams, Grebe, Snodgrass &
Birdsall
124 SW Adams Street, Suite 360
Peoria, IL 61602
Fax: (309) 637-1500

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address shall be effective only upon receipt thereof).

_____, Owner

By: _____

Its: _____

APSA of Illinois Service Corporation,
a for profit subsidiary of
AUTOMOTIVE PARTS & SERVICE
ASSOCIATION OF ILLINOIS, an
Illinois not for profit corporation, Provider

By: _____

Its: _____