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Please print this screen, sign, and fax to 619-702-7907

**SERVICES
SITE LICENSE AND
HOLD HARMLESS AGREEMENT**

This SERVICES SITE LICENSE AND HOLD HARMLESS AGREEMENT ("Agreement") is entered into by and between After Dark Grafx, Inc., located at 740 13th Street Suite 321, San Diego, CA 92101 ("AFTERDARK") and _____ ("Customer") (either a

(Enter your name and address)
"Party" or collectively the "Parties"), on _____ (ENTER the "Effective Date").

WHEREAS, AFTERDARK is a leading provider of e-commerce services and software to small and medium-sized businesses and provides merchants and developers with information and technology for e-commerce; and,

WHEREAS, the Customer has requested that AFTERDARK provide specific services, as set forth below, upon the terms, provisions and conditions of this Agreement; and

WHEREAS, AFTERDARK agrees to perform such Services only upon the specific the terms, provisions and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the recitals, promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

SERVICES TO BE PERFORMED BY AFTERDARK: other.("Services").

SITE WHERE SERVICES TO BE PERFORMED: _____ (Enter Website Domain name) ("Site").

1. License

a. Grant of License. Customer grants AFTERDARK a royalty-free, nonexclusive, nontransferable license to perform Services at the Site described above, subject to all terms and conditions of this Agreement and the Services described above.

b. Term of License. The license granted by this Agreement shall expire on the sooner of the 20th day after Jul 3, 2003 or the completion of the Services to be performed by AFTERDARK, unless earlier terminated by either party.

c. Termination by either Party. Either Party may terminate the license granted by this Agreement by providing written notice to the other stating the effective date of the termination.

2. No Obligation to Support Customer

Except as expressly set forth in a separate written agreement between the Parties, AFTERDARK shall have no obligation under this Agreement to correct any bugs, defects or errors in any software or hardware at the Site or to otherwise support or maintain any software or hardware at the Site that is not already covered by After Dark GrafX, Inc.

3. No Warranty

AFTERDARK and Customer agree that the Services are provided "AS IS" and that AFTERDARK makes no warranty as to the Services whatsoever. AFTERDARK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATED TO THE SERVICES, THE RESULTS OF ITS PERFORMANCE AND THIS AGREEMENT.

4. Limitation of Liability

a. Damages Limitation. IN NO EVENT SHALL MIVA BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO OR ARISE OUT OF THIS AGREEMENT, THE BREACH THEREOF, THE SERVICES, THE SITE, THE USE OR INABILITY TO USE ANY SOFTWARE, SERVICE, OR HARDWARE, OR ANY DERIVATIVES, LOSS OF GOODWILL OR PROFITS, LOST BUSINESS HOWEVER CHARACTERIZED AND/OR FROM ANY OTHER CAUSE WHATSOEVER. THE PARTIES FURTHER AGREE THAT EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION SINCE THOSE PROVISIONS REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES AND SHALL BE SEPARATELY ENFORCED

b. Data Protection. Customer agrees that it shall have the sole responsibility for protecting its data used in connection with the Services.

5. Indemnification

Customer will defend, indemnify and hold harmless AFTERDARK and its officers, employees and agents from and against any claims, liability losses, damages, costs, and expenses including, but not limited to, reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that in any way arise out of or relate to (a) this Agreement; (b) alleged defects, problems, damages or other losses resulting or occurring from the Services; (c) alleged defects, problems, damages or other losses resulting or occurring from any products created by Customer resulting or in any manner relating to the Services; (d) Customer's transactions with its customers or any other parties; (e) the negligent or willful acts or omissions of Customer; (f) representations or misrepresentations made by Customer; (g) any loss of data or other damage to an end-user's computer or other hardware device caused by use of any modifications or alterations to any service, software or hardware created through or pursuant to the Services; provided, however, that AFTERDARK shall promptly notify Customer in writing of any claim and allow Customer to control, and fully cooperate with AFTERDARK in, the defense and all related settlement negotiations. Customer shall additionally defend, indemnify and hold AFTERDARK harmless from all claims, losses, and damages which may arise therefrom. This Section shall survive any termination or expiration of this Agreement. In the event Customer fails to promptly indemnify and defend such claims and/or pay AFTERDARK's expenses, as provided above, AFTERDARK shall have the right to defend itself, and in that case, Customer shall reimburse AFTERDARK for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AFTERDARK's written requests

6. No Assignment

Neither Customer nor AFTERDARK may assign or otherwise transfer in any way any of the rights and obligations arising out of this Agreement without the prior written consent of the other party.

7. Force Majeure

Neither party shall be responsible for any delay or failure to perform obligations specified in this Agreement due to causes beyond the party's reasonable control.

8. Other Provisions

a. Independent Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between AFTERDARK and Customer.

b. Waiver. The waiver or failure of either party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

c. Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall be unimpaired, and the invalid term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

d. Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given three (3) days after mailing by first class certified mail, postage prepaid, to the address stated with each Party on the first page of this Agreement.

e. Integration. This Agreement and its exhibits constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof.

f. Amendments. No amendment or modification of any provision of this Agreement shall be effective unless the same shall be in writing and signed by both parties.

g. Applicable Law and Venue. This Agreement shall be interpreted and enforced according to the laws of the State of California, without application of its conflicts or choice of law rules. Both Parties irrevocably submit to the jurisdiction of the state or federal courts located in San Diego, California for any action or proceeding regarding the enforcement of any Arbitration under this Agreement.

h. Arbitration. Any controversy or claim arising out of or relating to this Agreement, with the exception of injunctive relief sought by either party, shall be submitted to binding arbitration in San Diego County, California, before an arbitrator agreed upon by the parties, or if the parties cannot agree upon an arbitrator within thirty (30) days, to an arbitrator selected by the American Arbitration Association. The arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators may award attorneys' fees and costs as part of the award. The award of the arbitrators shall be binding and may be entered as a judgment in any court of competent jurisdiction.

i. Attorney's Fees. In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and expenses incurred in addition to any other relief to which it is entitled.

j. Authority. The parties executing this Agreement on behalf of AFTERDARK and Customer represent and warrant that they have the authority from their respective governing bodies to enter into this Agreement and to bind their respective companies to all the provisions of this Agreement.

k. Counterparts. This Agreement may be executed in several counterparts that together shall constitute one and the same instrument.

AGREED:

After Dark GrafX, Inc.

Date:_____

Signature

James Byrne
President, After Dark GrafX, Inc.
740 13th Street Suite 321
San Diego, CA 92101

CUSTOMER:

Print Name

Date:_____

Signature