

WEBSITE DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 26th day of October, 2009 by and between 3W Studios, a division of Kidd & Company, with offices at Suite 200, 2074 Centre Pointe Blvd, Tallahassee, FL 32308 (the "Developer"), and the Florida Health Maintenance Organization Consumer Assistance Plan, an association represented by its duly elected Chairman, with contracted executive staff offices at 106 East College Avenue, Suite 1200, Tallahassee, FL 32301 ("HMOCAP").

RECITALS:

HMOCAP desires to engage Developer to develop, create, test, deliver, and sometimes assist in the maintenance of a website to be known as the HMOCAP Website, as a work made for hire, and to house the Website on Developer's Web Server and make the Website available for browsing on the Internet.

Developer is interested in undertaking such work.

HMOCAP and Developer mutually desire to set forth the terms applicable to such work.

For the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, HMOCAP and Developer agree as follows:

AGREEMENT:

1. TERM AND TERMINATION

A. *Term of Agreement.* This Agreement shall be effective as of the Effective Date and shall remain in force for a period of one (1) year, unless otherwise terminated as provided herein. HMOCAP may, at its sole discretion, extend the contract on a yearly basis for up to three (3) years to continue hosting the HMOCAP website with Developer under the terms provided herein.

B. *Termination of Work.* HMOCAP may, at its sole option, terminate any or all work outstanding, or any portion thereof, immediately upon written notice. Upon receipt of notice of such termination, Developer shall inform HMOCAP of the extent to which performance has been completed through such date and collect and deliver to HMOCAP whatever work product and deliverables then exist in a manner prescribed by HMOCAP. Developer shall be paid for all work performed through the date of receipt of notice of termination as specified herein. Developer may not terminate any work under this Agreement without the prior written consent of HMOCAP.

C. *Survival.* In the event of any termination of this Agreement, all obligations and responsibilities of Developer shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns. The termination of any provision of this Agreement shall not excuse a prior breach of that provision.

D. *Termination for Cause.* This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of a breach of a material provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching

party fails to cure such breach.

2. DEVELOPER'S RESPONSIBILITIES

A. *Scope of Work.* HMOCAP retains the services of Developer to design, develop, and host a Website for HMOCAP in accordance with the proposal submitted by Developer to HMOCAP dated 6/25/2009 (the "Proposal"), a copy of which is attached as Exhibit A, the terms of which are expressly incorporated herein by reference. Any discrepancy between the Proposal and this Agreement shall be governed by the express terms of this Agreement.

B. *Schedule.* The "Schedule" for the development of the Website is attached as Exhibit B.

C. *Changes.* Changes to this Agreement or to any of the specifications of the Website shall become effective only when a written change request is executed by the Executive Director of HMOCAP and Developer. Developer agrees to notify HMOCAP promptly of any factor, occurrence, or event coming to its attention that may affect Developer's ability to meet the requirements of this Agreement or is likely to occasion any material delay in the Schedule.

3. WEBSITE DESIGN

A. *Design.* The design of the Website shall be in substantial conformity with the material provided to Developer by HMOCAP. Developer shall develop the Website to project the highest professional image. Developer shall not include any of the following in the Website or in HMOCAP's directory on Developer's Web Server: text, graphics, sound, or animations that might be viewed as offensive or related in any way to sex or any illegal activities; links to other Sites that might be viewed as offensive or related in any way to sex or any illegal activities; impressionistic or cartoon-like graphics (unless provided by HMOCAP); invisible text, metatags (i.e., text that is present only when a "Webcrawler" or other Web indexing tool accesses the Website), or any other type of hidden text, hidden information, hidden graphics, or other hidden materials; or destructive elements or destructive programming of any type.

B. *Materials Provided by HMOCAP.* All materials to be supplied by HMOCAP may be provided on CD, DVD, or via File Transfer Protocol (FTP). Files will be provided in HTML format, standard word processing text format or, if images, as TIFF's, GIF's, JPEG's or Photoshop files.

C. *Specifications for Home Page.* HMOCAP's Website will consist of a Home Page (the "first" page for the Website) that can be reached by typing one of the following Uniform Resource Locators (URLs) into a Web Browser. Developer will use its best efforts to register the "hmocap.com" domain name for the benefit of HMOCAP (or such other name as may be registrable and acceptable to HMOCAP) and will assign all rights thereto to HMOCAP. Developer will invoice HMOCAP \$50 for domain name registration for one year as outlined in the submitted proposal. HMOCAP agrees to pay this registration fee.

D. *Accessibility of Website. During Construction.* Throughout the construction of the prototype and the final Website, the Website shall be accessible to HMOCAP. Until HMOCAP has approved the final Website, none of the Web Pages for HMOCAP's Website will be accessible to end users unless the end users have entered the correct user id and password.

E. *Project Planning Meetings.* After both parties have signed this Agreement, the parties shall meet at a mutually convenient location and at a mutually convenient date and time to

