

indemnify, hold harmless, protect, and defend Douglas Web Designs and its subcontractors from any cost, claim, suit, penalty, tar, or tariff, including attorneys' fees, costs, and expenses, arising from Ruth & Gideon Eden 's exercise of Internet electronic commerce.

CONFIDENTIALITY. Douglas Web Designs will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Douglas Web Designs, or divulge, disclose, or communicate in any manner any information that is proprietary to Ruth & Gideon Eden. Douglas Web Designs will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Douglas Web Designs will return to Ruth & Gideon Eden all records, notes, documentation and other items that were used, created, or controlled by Douglas Web Designs during the term of this Agreement.

EMPLOYEES. Douglas Web Designs's employees, if any, who perform services for the Ruth & Gideon Eden under this Agreement shall also be bound by the provisions of this Agreement. At the request of the Ruth & Gideon Eden, the Douglas Web Designs shall provide adequate evidence that such persons are Douglas Web Designs' employees.

ASSIGNMENT. Douglas Web Designs' obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Ruth & Gideon Eden.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. No amendment, waiver, or discharge of any provision of this Agreement shall be effective against Ruth & Gideon Eden or Developer without the written consent of both Ruth & Gideon Eden and Developer.

NOTICES. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, to the addresses mentioned above.

BONUS and TIME FRAME. There are no bonus agreements – site development time is estimated to be complete within a time period of 3-5 weeks.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Michigan.