

Website / GIN System Agreement

Alpha Sigma Phi Fraternity

The following is an Agreement between Alpha Sigma Phi Fraternity, Inc., Group Interactive Solutions, Inc. (GIS) and one of the Fraternity's affiliate groups (e.g. Chapter, Colony, Interest Group, or Association). The Agreement should be completed by the affiliate group and returned to Fraternity Headquarters to be processed and kept on file.

Questions about this Agreement should be directed to Fraternity Headquarters. A site demo can be arranged by contacting a GIS Representative.



AGREEMENT

This AGREEMENT (this "Agreement") is made as of _____ (Today's Date), by and between: Alpha Sigma Phi Fraternity, Inc. a New York Corporation, the Group Interactive Solutions, Inc. ("GIS") (the creator of the GIN System), a Florida S-Corporation; and the Alpha Sigma Phi Affiliate at _____ (provide college/university or association name - the "Affiliate"). (Alpha Sigma Phi Fraternity, Inc., GIS and said Alpha Sigma Phi Affiliate is a "Party," and collectively they are the "Parties.")

WHEREAS, the Parties have agreed, pursuant to terms and conditions, that GIS shall construct and maintain a website and GIN System for the Affiliate; and

WHEREAS, the Parties desire to reduce their agreement to this writing;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Parties agree as follows:

GIS and Alpha Sigma Phi Fraternity, Inc. have previously entered into a contractual agreement whereby GIS shall provide external websites for each Affiliate that so chooses; furthermore GIS shall allow the Affiliate to utilize a certain Group Interactive Network System (the "GIN System"), which is owned by GIS. All terms and conditions regarding items including, but not limited to, pricing, duration of contract, rights and obligations are contained in said agreement. This agreement is subordinate to the agreement with the Alpha Sigma Phi Fraternity, Inc.

1. This Agreement will commence on the 1st of the month immediately following receipt of a signed Agreement, and continuing each year thereafter until the Affiliate provides written notification to terminate the Agreement.
2. The Affiliate shall pay to Alpha Sigma Phi Fraternity, Inc. a maintenance fee for the first year, in the amount of \$ _____ for the period of _____ (month and year of first month) through _____ (month and year of last month). Thereafter, the Affiliate will remit payment equal to a one year maintenance fee every year. The amount for chapter's and colony's will be based on membership numbers as of March 1st. If the spring report or membership is not submitted by the deadline, then the Fraternity will use the previous report to determine membership numbers. Associations are charged a flat fee. Alpha Sigma Phi Fraternity, Inc. will pay for all interest group websites. This maintenance fee shall include the services of GIS in hosting, maintenance, and security (including security upgrades) for the GIN System.

A. Annual payments are due on the first of April each year. If payment is not received by this deadline, then Alpha Sigma Phi and/or GIS may, in its sole and absolute discretion, elect to terminate the Affiliate access to the GIN System and external website, in which event the Affiliate shall remain liable for all amounts due under this Agreement.

B. Alpha Sigma Phi Fraternity, Inc. has the right, at its sole discretion, to renew the contract with GIS and secure preferential pricing for an additional two year period. If they choose not to renew, then the Affiliate may, at its sole discretion, choose to renew their contract with GIS. Terms will be determined by market prices available at that time. GIS may, in its sole and absolute discretion, elect not to accept such payment and not to renew this Agreement.

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3. GIS shall be the sole owner of all copyrights, patents, and other intellectual property related directly or indirectly to the GIN System.
4. GIS shall be entitled to assign its rights and duties under this Agreement, in whole or in part, to any third party. The Affiliate shall not assign any of its rights or obligations under this Agreement.
5. Notwithstanding that GIS provides hosting services for the System, GIS nor Alpha Sigma Phi Fraternity, Inc. shall not be liable for any use of the System. The Affiliate specifically acknowledges and agrees that the use of any part of the System, directly or indirectly, by itself or by any of its constituent groups or constituent individuals, shall not violate any applicable civil, criminal, or administrative laws or regulations, including but not limited to violations of copyrights. The Affiliate shall indemnify and hold harmless Alpha Sigma Phi or GIS from and against any and all costs and liabilities, including but not limited to Alpha Sigma Phi and GIS's attorneys' fees, arising out of the actual or alleged use of any part of the System directly or indirectly, by itself or by any of its constituent groups or constituent individuals, in violation of any applicable civil, criminal, or administrative laws or regulations, including but not limited to violations of copyrights, discussions of criminal activity, pornography, or hazing.
6. The Affiliate agrees to all of the Alpha Sigma Phi Terms of Use that are from time to time displayed on the 'My Menu' area of the main GIN System screen.
7. This Agreement shall be construed in accordance with the laws of Florida. Any dispute between the Parties concerning this Agreement shall be resolved by arbitration in Tallahassee, Florida, under the rules of the American Arbitration Association. This Agreement constitutes the entire agreement and understanding of the Parties, and supersedes all previous agreements and understandings concerning the subject matter hereof. This Agreement shall not be amended without the written consent of all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ALPHA SIGMA PHI AFFILIATE

Name _____

Signature _____

Title _____

GROUP INTERACTIVE SOLUTIONS, INC.

Name _____

Signature _____

Title _____

ALPHA SIGMA PHI FRATERNITY, INC.

Name _____

Signature _____

Title _____

