

FREEB.IE WEBSITE JOINT VENTURE CONTRACT

BETWEEN:

- **Adam Beecher** - xxxxxxxxxxxxxxxxxxxxxxxx.
- **Xxxxxx xxxxxx** - xxxxxxxxxxxxxxxxxxxxxxxx.

1. PARTNER DUTIES

Adam Beecher will:

1. Make the existing website **Freeb.ie** available for use in a joint venture between the above named, including all graphic designs and web applications.
2. Via his company provide hosted services (disk space, bandwidth, and computing resources) free of charge to the joint venture, as long as usage does not interfere with paying clients.
3. Make one or more **@freeb.ie** email address(es) available for use by the partners, for the exclusive purpose of managing and developing the Freeb.ie website.
4. Handle all ongoing technical development of the website, where necessary and agreed by the partners, including: software and hardware upgrades, custom web application development, and the application of new graphic designs to the website.
5. Send a report to Xxxxxx every Monday detailing that weeks: web traffic (and advertising traffic if active), technical changes made or upcoming, technical issues encountered and/or dealt with.
6. Deal with technical enquiries made on the website and via email.

Xxxxxx xxxxxx will:

1. Update the Freeb.ie website to soft and hard calendar week targets, listed below. Hard targets must be met every week, excluding agreed exceptions (holidays, emergencies, etc). Soft targets must be met for 3 calendar weeks out of every month.
 - a. **Hard Target:** 10 posts per calendar week.
 - b. **Soft Target:** 25 posts per calendar week.
2. Monitor and manage pre-existing and ongoing content for validity and updates, using tools such as WordPress plugin *Broken Link Checker*.
3. Send a report to Adam every Monday detailing that weeks: posts, comments, editorial changes made or upcoming, editorial issues encountered and/or dealt with.
4. Deal with editorial enquiries made on the website and via email.

2. AGREEMENTS

Formal agreements between the joint venture partners take the following format:

1. One partner of the joint venture must email a proposal or request to the other with the Subject line **"Agreement Request"**. This text must be all that appears in the Subject line.
2. If the other partner accepts the proposal or request, they must reply with the content of the original email intact, and the Subject line **"Agreement Request Accepted"**.
3. If the other partner doesn't accept the proposal or request, they must reply with the content of the original email intact, and the Subject line **"Agreement Request Rejected"**.
4. No comments or adjustments can be made in acceptances or rejections. If adjustments or comments need to be added, another Agreement Request should be made with these incorporated.

3. PROPERTY

The Freeb.ie domain name, website, graphic designs, statistics, software and customised code will remain the property of Adam Beecher unless agreement is reached otherwise. Copyright for content entered by each partner remains with that partner. Should the joint venture be dissolved, a copy of all content entered by Xxxxxx xxxxxx may be requested and used on **one** website, of which he is a majority owner. The content up to this point may not be redistributed further by either party, except by the agreement of both parties.

4. INITIAL SITE OPERATION

Until the milestones in the next section are reached, the website will be operated by both partners free of charge in their spare time; no remuneration will be paid to either partner. **Google Analytics** will be installed on the website and used as the sole indicator of web traffic statistics. An unexpurgated standard Analytics report will be emailed to Xxxxxx by Adam every Monday.

5. MILESTONES

When the Freeb.ie website reaches a **monthly average** of one of the milestones below, advertising will be added to the site in the form of **Google AdSense** banner advertisements. A maximum of **3** banners ads will be added per page: one in the header of the page; one in the footer of the page; and, optionally, one in the body of the page. Ads will be placed directly on the page, without third-party software or other intervention. Google AdSense will be used as the sole indicator of advertising statistics. An unexpurgated standard AdSense report will be emailed to Xxxxxx by Adam every Monday.

MILESTONES

- **Visits:** 1,000 per 24 hours.
- **Views:** 10,000 per 24 hours.

6. REVENUE DISTRIBUTION

At the outset, all AdSense revenue will be distributed according to the following agreed percentages:

- Adam Beecher: **60%**
- Xxxxxx xxxxxx: **40%**

Should bandwidth or computer resource usage on the website become so heavy that it interferes with other resources on the server, the site must be moved to a dedicated virtual machine or server, and an appropriate fee paid to Beecher Networks Ltd **before** revenue is further distributed. The fee will be the price stated on the Beecher Networks website for said resource if stated, discounted by 20%; or an Irish industry average if not.

7. DISSOLUTION

This joint venture will be dissolved and the property redistributed according to paragraph 3 of this contract if any of the following conditions are met:

1. Either partner is deficient in their duties, outlined in Section 1 of this contract.
2. Agreement as outlined in Section 2 of this contract cannot be reached.
3. The milestones outlined in section 5 of this contract are not reached within one calendar year, from the data this contract is agreed using the method in Section 2.