**OUTSOURCING AGREEMENT FOR ADMINISTRATIVE SERVICES AND TECHNOLOGY DEVELOPMENT**

This Outsourcing Agreement for Administrative Services and Technology Development (the Agreement”), is effective as of [DATE] (the "Effective Date").

**BETWEEN: [YOUR COMPANY NAME]** (the "Service Provider"), a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [CLIENT NAME]** (the "Client"), a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

**RECITALS**

WHEREAS, the Service Provider is in the business of development, supply and operation of products and services relating to [DESCRIBE].

WHEREAS, the Client is in the business [DESCRIBE] and possesses the Intellectual Property rights to develop, market, and otherwise exploit [PRODUCTS/SERVICES] listed below and further described in the SCHEDULE A (the "Products"):

WHEREAS, the Client Website, [ADDRESS] (the "Client Website") is designed to sell the Products here above mentioned.

WHEREAS, the Client desires to have access to and the use of certain assets of which Service Provider is the owner or licensee.

WHEREAS, the Client also desires to engage Service Provider to perform certain technology services including Web hosting and source code development services.

WHEREAS, in this Agreement, in exchange for services provided, Service Provider is transferred the right to use the Client Website as its own Website in its efforts to resell Client’s Products. The Client may also provide custom versions of the Client Website to other Distributors for use in their own names ("Private Label").

WHEREAS, the Client is desirous of engaging the Service Provider and the Service Provider is willing to accept such engagement, to provide services hereunder describe to the Client in connection with the Product.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

1. **MANAGEMENT AND TECHNOLOGY SERVICES**
   1. **Engagement**

The Client hereby engages Service Provider to provide the following services:

1. FINANCIAL AND ACCOUNTING MATTERS. Service Provider shall maintain Client's general ledger, accounts receivable and accounts payable records, and fixed asset records and provide billing and collection services. Service Provider shall also provide, or cause to be provided, to Client payroll services, including assistance with regulatory compliance matters.
2. INSURANCE MATTERS. Service Provider shall provide or cause to be provided to Client insurance with the coverage, insurers, and maximum deductibles as will be set forth later by the Client in a written notice. All such insurance policies shall add Client as an additional named insured and such insurers shall be required to provide Client with no less than [NUMBER] days prior written notice of any change or cancellation of any such insurance. In the event of any such potential change which may have a materially adverse affect on the Client, or in the event of potential cancellation, Client shall be entitled to secure replacement insurance at its own cost.
3. IT SERVICES. Service Provider shall provide certain general information technology services and infrastructure including assistance with, installation, and maintenance of telephonic and computer equipment. Service Provider shall also provide Client with the use of Service Provider's existing and future telephone automatic call distribution networks and systems and email systems. Service Provider shall provide such technical support and maintenance as Client reasonably requests for Client and its clients and licensees for the [PRODUCT] (as defined in the License Agreement) and the Client Code. Client will not be charged for revisions or updates provided under the License Agreement.
4. WEB HOSTING AND MAINTENANCE OF CLIENT WEBSITE. Service Provider will provide Web hosting and maintenance services for the Client Website. In consideration of hosting and maintaining the Client Website, Client transfers to the Service Provider the right to use the Client Website as its own Website in its efforts to resell the Client Products.
5. WEB HOSTING OF PRIVATE LABEL SITES. Service Provider will provide Web hosting services for Client's Private Label Websites. For all Private Label Websites hosted, Client shall pay Service Provider [AMOUNT] per month per Private Label Website.
6. COOPERATION IN TRANSFERRING WEBSITES. In the event Client moves its Client Website or any of its Private Label Websites to another host, Service Provider shall reasonably cooperate in the transfer of the Websites to the new host.
7. CUSTOMER SUPPORT. Service Provider shall provide and perform such services related to technical assistance to Client’s End-Users Customers and Distributors, customer training and any other tasks relating to servicing the Client’s Customers and Distributors.
8. SUPPLY CHAIN MANAGEMENT. Service Provider shall provide and perform such services related to the delivery of physical [PRODUCT] packages to other Client’s Distributors or End-Users Customers; provided that the cost of these services to Client will equal Administrative Services compensation (as mention in 1.2 hereunder) plus other direct costs and expenses related to packaging and shipping.
9. DEVELOPMENT SUPPORT. Service Provider shall perform such specific consulting projects and research projects for source code development, from time to time, as shall be requested by the Client and upon such terms as may be agreed upon between the Client and Service Provider; provided that the cost of these services to Client will equal Service Provider's salary and benefits costs for the employee-developers and other direct costs and expenses, plus [%]. It is understood between the parties that to the extent that Service Provider performs development services for the Client on or in connection with the Client Website or Client Code, Client shall own all rights in the results and proceeds of such services (other than pre-existing works or material licensed from third parties), unless the parties agree otherwise in writing. Nothing herein shall prevent the Client itself or through third parties from performing such development services from time to time.
10. OTHER SERVICES PROVIDED by Service Provider. Service Provider shall provide and perform such other services, as shall be requested by the Client and agreed upon between the Client and Service Provider, from time to time, at such price and on such terms as agreed.
    1. **Compensation**

For services described in subsections 1.1 (i), 1.1 (iii) and 1.1 (vii) of this Section 1 (the "Administrative Services"), Service Provider shall be compensated based on the following allocation of costs and expenses. Allocation of costs and expenses for Administrative Services shall be determined by headcount as follows: Service Provider shall determine the ratio of Service Provider employees working full-time on Administrative Services for Client to the number of Service Provider full-time employees on its payroll, plus [%] of this ratio. Such ratio shall be applied to Service Provider's total salary, benefits costs and other direct costs and expenses for its employees to determine the pass-through cost to Client. The same headcount ratio shall be applied to the cost of insurance provided under Section 1.1 (ii) to determine a pass-through cost to Client. Additional compensation is as otherwise described in the sections of this Agreement describing the services to be provided to Client.

Upon request by Client, Service Provider shall provide Client with its budget and estimate of the costs anticipated to be incurred by Client in connection therewith for the calendar years. Within [NUMBER] days prior to the commencement of each calendar year of the term of this Agreement, Service Provider shall provide to Client for Client's approval a similar budget, adjusted for the forthcoming year. Service Provider shall not be entitled to incur any expense that is not set forth in such a budget without Client's consent, which shall not be unreasonably withheld. Nothing in the budget shall be construed to limit Client's ability to require Service Provider to provide services under Section 1.1 or limit the compensation to which Service Provider shall be entitled for services rendered to Client that are not described in the budget.

1. **OWNERSHIP AND USE OF INTELLECTUAL PROPERTY**
   1. **Client code**

The term "Client Code" refers to the programming and other intellectual property identified in the SCHEDULE A. Solely in order to provide the services described in Section 1.1 (iv) and 1.1 (ix), Service Provider may retain a reasonable number of copies of the Client Code (in both object code and source code forms) and all associated documentation which Service Provider shall treat as Confidential Information of Client in accordance with this Agreement, and, upon termination or expiration of this Agreement for any reason, Service Provider shall deliver to Client any and all copies of such Client Code, and modifications and derivative works based thereon, in whatever form or medium. Service Provider acknowledges and agrees that Client shall be considered as owner and inventor of all copyrights, trade secrets, inventions, proprietary rights and intellectual property contained in the Client Code. Service Provider warrants that no other copies of the Client Code exist on the date hereof.

* 1. **Delivery of modifications of Client code**

In the event that Service Provider at Client's request carries out any modifications of or preparation of any derivative works based on the Client Code, Service Provider shall within [NUMBER] days of such services deliver to Client updated source and object code, all copies and documentation in connection therewith.

**2.3 Derivative works of Client code**

All derivative works based on the Client Code developed by Service Provider pursuant to Section 1.1(ix) of this Agreement ("Derivative Client Code") shall be owned by Client. Such ownership rights shall be confirmed in the written terms agreed upon by the parties for such development or in any other agreement or document the Client reasonably requests Service Provider to execute. Nothing herein shall entitle Service Provider to create any such derivative works except pursuant to the provisions of a separate written agreement between the parties pursuant to Section 1.1(ix) or otherwise.

**2.4 License to Service Provider code**

Service Provider shall grant Client a perpetual, worldwide, irrevocable non-exclusive license to the object code and source code versions of certain [PRODUCT], technology and other rights ("Service Provider Code"). Client shall also be entitled to receive copies of the object code and source code versions of future Service Provider Code developed by Service Provider. Service Provider shall be the exclusive owner of the Service Provider Code.

**2.5 Residual knowledge**

The parties mutually acknowledge that during development of the Client Code and the performance of services as provided in Section 1.1 (ix), Service Provider and its personnel and agents have and may become acquainted with certain general ideas, concepts, know-how, methods, techniques, processes, and skills pertaining to the Client Code (the "Residual Knowledge"). Notwithstanding anything in this Agreement to the contrary, and regardless of expiration or termination of this Agreement, Client hereby grants Service Provider a perpetual, worldwide, non-cancelable, irrevocable, royalty free license to use the Residual Knowledge in conducting its business, other than the Client Code or Client's Proprietary and Confidential Information. Such license includes the right for Service Provider to use the Residual Knowledge in providing services and/or creating and licensing programming, technologies, and other materials for Service Provider's other clients and for Service Provider itself and its subsidiaries and affiliates, and Client acknowledges and agrees that it shall not assert against Service Provider, its personnel, or Service Provider's other clients any claim, prohibition, or restraint from using such Residual Knowledge. ANY SUCH LICENSE IS GRANTED "AS IS" AND "WITH ALL FAULTS." CLIENT HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF TITLE. CLIENT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE USE BY SERVICE PROVIDER OF SUCH RESIDUAL KNOWLEDGE AND SERVICE PROVIDER SHALL FOREVER DEFEND, INDEMNIFY AND HOLD HARMLESS CLIENT IN THE EVENT OF ANY CLAIM OR LOSS INCURRED BY CLIENT ARISING OUT OF USE BY SERVICE PROVIDER OR ITS AFFILIATES, SUBSIDIARIES, LICENSEES OR ASSIGNEES OF SUCH RESIDUAL KNOWLEDGE.

1. **TERM**

The term of this Agreement shall be [NUMBER] years from the date hereof, provided that the term shall thereafter automatically renew from time to time for successive, additional one-year terms unless either party shall provide the other party with a written notice of termination at least [NUMBER] months prior to the termination date (including any termination date as a result of any renewal period).

1. **BILLING**

Service Provider shall bill the Client, on a monthly basis, a fee reflecting compensation due for services rendered in the preceding month calculated as provided for in this Agreement. The bill shall be due and payable within thirty days of receipt. The Client shall have full access to Service Provider's records to the extent necessary to verify and audit Service Provider's billing procedures, provided that the Client agrees to keep all such information confidential. The Client shall have the right, at any time, to review and audit the bills, and in the event that the Client believes the bills are not prepared by Service Provider in a reasonable and good faith manner, the Client may request that the bill be independently reviewed and adjusted by an independent certified public accountant reasonably acceptable to the Client and Service Provider. To the extent that any investigation or audit reveals a discrepancy in Service Provider's favor in the amount of [%] or more of amounts paid for the preceding month, Service Provider shall bear the cost of such audit or investigation.

1. **SEPARATE IDENTITY OF CLIENT**

The Client desires to remain at all times a separate company. Toward that end, all business records, reports and files prepared or maintained by Service Provider for the Client shall remain the sole and exclusive property and records of the Client and the Client shall be entitled to their return at any time upon request. Moreover, all of the Client's funds, accounts receivable or other property shall at all times be clearly and distinctly maintained as the Client's separate and distinct property and shall not be combined or commingled with the property of Service Provider. Moreover, Service Provider shall have no authority hereunder to enter into contracts on behalf of, or otherwise legally bind, the Client. Although Service Provider shall make recommendations to the Client hereunder, all decisions whether to accept or reject the advice of Service Provider are up to the Client's total discretion.

1. **NON-COMPETITION**
   1. **By Client**

The Client covenants and agrees that it will not directly or indirectly for the term of this Agreement and for a period of two years following the termination of this Agreement:

1. engage in, continue in or carry on any business which competes with Service Provider in Service Provider's Business (hereunder described) or which is substantially similar thereto.
2. offer employment to a person who is or was employed by Service Provider during the then immediately preceding [NUMBER] months, or assist any other person or entity in offering employment to a person who is or was employed by Service Provider, during the then immediately preceding [NUMBER] months, without the prior written consent of Service Provider;
3. undertake any business with or solicit the business of any person, firm or company who shall have been a customer of Service Provider and with whom any executive of Service Provider or their subordinates has dealt with during the then immediately preceding [NUMBER] months which might adversely affect Service Provider's business relationship with such customer, but only if such solicited business relates to Service Provider's Business;
4. engage in any practice the purpose of which is to evade the provisions of this covenant not to compete.
   1. **By Service Provider**

Service Provider covenants and agrees that it will not directly or indirectly for the term of this agreement and for a period of two years following the termination of this Agreement:

1. engage in, continue in or carry on any business which competes with the Client in the Client's Business or which is substantially similar thereto;
2. consult with, advise or assist in any way, whether or not for consideration, any corporation, partnership, firm or other business organization which is now or becomes a Competitor of the Client if the principal purpose of such consultation, advice or assistance is to permit such corporation, partnership, firm or business organization to compete with Client in the Client's Business, including, but not limited to, advertising or otherwise endorsing the products of any Competitor of the Client for such purpose; soliciting customers or otherwise serving as an intermediary for any such Competitor of the Client for such purpose; loaning money or rendering any other form of financial assistance to or engaging in any form of business transaction with any Competitor of the Client for such purpose;
3. offer employment to a person who is or was employed by the Client during the then immediately preceding [NUMBER] months, or assist any other person or entity in offering employment to a person who is or was employed by the Client, during the then immediately preceding [NUMBER] months, without the prior written consent of the Client;
4. undertake any business with or solicit the business of any person, firm or company who shall have been a customer of the Client and with whom any executive of the Client or their subordinates has dealt with during the then immediately preceding [NUMBER] months which might adversely affect the Client's business relationship with such customer, but only if such solicited business relates to the Client's Business; or
5. engage in any practice the purpose of which is to evade the provisions of this covenant not to compete.
   1. **Service Provider's business**

"Service Provider's Business" shall mean (i) the development, marketing, sale and operation of Websites, (ii) the development, marketing, sale and operation of private label Websites.

* 1. **Client’s business**

"Client's Business" shall mean (i) the provision (including, but not limited to, development, licensing and hosting) of business documents template [PRODUCT], or private label versions thereof (ii) providing press release distribution services, or private label versions thereof.

* 1. **Competitor**

The term "Competitor" means any person, entity, corporation, partnership, association, joint venture or other organization that engages in or attempts to engage in the Service Provider Business or Client Business, respectively.

* 1. **Scope**

The geographic scope of the covenant not to compete shall extend world-wide. The Client and Service Provider each hereby acknowledges that the duration and scope of the covenants not to compete contained in this section are reasonable.

* 1. **Survival**

The provisions of this Section 6 shall survive termination or expiration of this Agreement for any reason.

1. **CONFIDENTIALITY**

Subject to the License Agreement, the parties agree, both during the Term of this Agreement and for a period of two years after termination of this Agreement, but in no event less than [NUMBER] years from the Effective Date, to hold each other's Proprietary or Confidential Information in strict confidence. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose, other than the implementation of and as specified in this Agreement and other than use by Client in the Client Business. Each party agrees to take all reasonable steps to ensure that Proprietary or Confidential Information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. Each party expressly agrees to include, maintain, reproduce and perpetuate all notices or markings on all copies of all tangible media comprising each party's Proprietary or Confidential Information in the manner in which such notices or markings appear on such tangible media or in the manner in which either party may reasonably request. The provisions of this Section 7 shall survive termination or expiration of this Agreement for any reason. For the purposes of this section, "Proprietary or Confidential Information" shall mean knowledge and information not generally known in the industry which provides a competitive advantage, including, without limitation, technology, computer programs, research and development programs, formulas, know-how, forecasts, sales and marketing methods, financing sources, customer and mailing lists, customer usages and requirements, financial information and all other confidential information, trade secrets and data. Proprietary or Confidential Information includes, but is not limited to, the Client Code and the Service Provider Code and all derivative works based thereon and all trade secrets related thereto. Client Code and Service Provider Code derivative works shall be the Proprietary and Confidential Information of its owner. Neither party shall have any obligation with respect to Proprietary or Confidential Information which:

1. is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party;
2. with respect to Client, is Client Code and all derivative works based thereon and all trade secrets related thereto,
3. rightly received by the receiving party from a third party after the date hereof,
4. is independently developed by the receiving party without reference to information derived from the other party; and
5. subject to disclosure under court order or other lawful process.
6. **EQUITABLE RELIEF**

Each party acknowledges that the provisions and restrictions contained in Section 6 and 7 of this Agreement are necessary to protect the legitimate continuing interests of Client and Service Provider and that any breach or violation thereof may result in irreparable injury and damage to the other party. Accordingly, each party hereby agrees that, in the event of such breach, the other party may be entitled to seek equitable relief as granted by any appropriate judicial body.

1. **TERMINATION**
   1. **By Client**

The Client may terminate this Agreement immediately upon delivery of written notice to Service Provider. In addition, the Client, from time to time, may expand or reduce the scope of services provided by Service Provider. For example, as illustration, Client may determine that the number of employees at Client has increased to the level where human resource management should now be handled "in-house" rather than by Service Provider. The parties recognize that this will be a flexible and evolving relationship. If Service Provider shall incur any expenses in connection with and resulting from the Client's expansion, reduction, or termination of any specific services or provision of technology hereunder, Client shall reimburse Service Provider for such costs or expenses promptly upon receipt of an itemized account thereof.

* 1. **By Service Provider**

Service Provider may terminate the agreement upon not less than [NUMBER] days written notice in the event that the Client has failed to pay any outstanding invoice on the date due or within [NUMBER] days thereafter.

1. **CHANGE OF CONTROL**

The parties recognize that Service Provider currently owns more than a majority of the outstanding common stock of the Client. It is the intention of the parties, and the parties hereto acknowledge and agree, that any increase or decrease in Service Provider's ownership of the Client's common stock shall have no effect on Service Provider's obligations hereunder, except as otherwise expressly provided herein.

1. **INDEPENDENT CONTRACTOR RELATIONSHIP**

It is acknowledged and agreed that Service Provider's relationship with the Client is at all times hereunder an independent contractor. The Client shall have no authority over Service Provider's internal business affairs and decisions. Service Provider shall have no authority to act on behalf of, or legally bind the Client, and Service Provider shall not hold itself out as having any such authority. This Agreement shall not be construed as creating a partnership or joint venture.

1. **LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.**
   1. Service Provider hereby warrants and represents that: Service Provider will provide the services requested pursuant to this Agreement in a workmanlike and professional manner; Service Provider shall comply with all of its obligations under the Website Hosting Agreements referred to under Sections 1.1 (iv) and 1.1 (v); the results and proceeds of Service Provider's services provided hereunder do not and will not infringe upon the copyright, trademark or service mark rights of third parties; to the best of Service Provider's knowledge, the results and proceeds of Service Provider's services provided hereunder do not and will not infringe upon the patent rights of third parties. Service Provider shall use reasonable efforts to provide the services and technology described herein with substantially the same degree of care as it employs in making the same services and technology available for its own operations; provided however that Service Provider shall not be liable to Client or any other person for any loss, damage, or expense which may result therefrom or from any change in the manner in which Service Provider renders such services, so long as Service Provider deems such change necessary or desirable in the conduct of its own operations.
   2. EXCEPT AS PROVIDED IN SECTION 12.1, THE CLIENT CODE, SERVICE PROVIDER CODE, AND ALL OTHER PROGRAMMING AND [PRODUCT] (COLLECTIVELY "[PRODUCT]") BUT NOT THE SERVICES TO BE PROVIDED OR PERFORMED HEREUNDER, ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS PROVIDED IN SECTION 12.1, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF THE [PRODUCT] HEREUNDER IS AT CLIENT'S SOLE RISK. SERVICE PROVIDER DOES NOT WARRANT THAT THE [PRODUCT] AND ALL SERVICES TO BE PROVIDED OR PERFORMED HEREUNDER WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE [PRODUCT] OR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE [PRODUCT] OR SERVICES WILL BE CORRECTED.
   3. IN NO EVENT SHALL SERVICE PROVIDER OR ANY OF ITS OFFICERS, DIRECTORS, OR AGENTS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE [PRODUCT], SERVICES, OR SERVICE PROVIDER'S PERFORMANCE UNDER THIS AGREEMENT, OR USE OF OR INABILITY TO USE THE [PRODUCT] OR SERVICES, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. **CLIENT INDEMNITY**

Client shall indemnify and hold Service Provider harmless against any and all liabilities, losses, damages, judgments, claims, causes of action, and costs (including attorneys’ fees and disbursements) which Service Provider may hereafter incur, suffer, or be required to pay, defend, settle, or satisfy as a result of third party claims against Service Provider based on or arising out of: (i) representations or warranties made by Client to its Private Label customers or (ii) Client's failure to comply with its obligations under Section 1.1 (v).

1. **MISCELLANEOUS**
   1. **Force majeure**

Neither party shall be in default of this Agreement or liable to the other party for any delay or default in performance where occasioned by any cause of any kind or extent beyond its control, including but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages or labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of any civil or military authorities (including priorities and allocations); fires; floods; telecommunications failures; Internet slow-downs; and accidents. The dates on which the obligations of a party are to be fulfilled shall be extended for a period equal to the time lost by reason of any delay arising directly or indirectly from:

1. Any of the foregoing causes; or
2. Inability of that party, as a result of causes beyond its reasonable control, to obtain instruction or information from the other party in time to perform its obligations by such dates.
   1. **Severability**

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held by a court of competent jurisdiction to be prohibited or invalid, such prohibition or invalidity shall not affect the remaining provisions of this Agreement. In the event a court of competent jurisdiction shall determine and hold that the covenants contained herein are invalid or unenforceable for any reason, the parties hereby request that such court reform the provisions hereof in a manner to cause the covenants contained herein to be enforceable as closely as possible to the way in which originally written.

* 1. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which shall together constitute but a single instrument.

* 1. **Further assurances**

The parties hereby agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Agreement.

* 1. **Notices**

Any and all notices provided for herein shall be in writing and shall be considered as properly given if delivered to the party or sent by registered or certified mail, postage prepaid, to the parties hereto at the addresses set out below opposite their names or such other address or to the attention of such other person as the party shall have specified by prior written notice. Any notice under this Agreement shall be deemed to have been given (a) if delivered in person, when so delivered or refused; (b) if sent by facsimile or overnight courier, [NUMBER] business days following transmission or delivery to courier (as the case may be; or (c) if by registered or certified mail, [NUMBER] days following deposit in the Mail.

**If to the Client:**

ATTN. [NAME], [COMPANY NAME], [COMPLETE ADDRESS], [FAX NUMBER].

**If to Service Provider:**

ATTN. [NAME], [YOUR COMPANY NAME], [YOUR COMPLETE ADDRESS], [YOUR FAX NUMBER].

* 1. **Binding effect**

This Agreement shall bind and inure to the benefit of the parties, and their respective successors, heirs and assigns.

* 1. **Governing law**

This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced be governed and construed by the laws of the state of [YOUR STATE/PROVINCE].

* 1. **Attorneys’ fees and costs**

If either party brings suit or arbitration against the other to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable costs, including attorneys' fees, from the other party as part of any judgment or award.

* 1. **Assignment**

This Agreement shall not be assignable in whole or in part by Service Provider or Client without the other party's prior written consent, and any attempted assignment without such consent shall be void, provided that Client may assign this Agreement to any person acquiring all or substantially all of its assets without obtaining such consent.

* 1. **Survival**

The provisions of this Agreement which by their terms survive the termination of this Agreement, including Sections 6 and 7, or expressly require action subsequent to termination of this Agreement shall survive the termination of this Agreement to the extent set forth in such provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement at [DESIGNATE PLACE OF EXECUTION], with full knowledge of its content and significance and intending to be legally bound by the terms hereof the day and year first above written.

SERVICE PROVIDER CLIENT

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

**SCHEDULE A**

**THE PRODUCTS**