

WEBSITE DEVELOPMENT CONTRACT FORM

Client:	Contact:
Address:	Phone:
	E-Mail:
Services: <i>[Name and briefly describe any additional services not in the form below]</i> Website Development Services (the "Service(s)").	
Service Fee: \$_____ per month, payable in advance, subject to the terms of Section 2.5 herein.	Initial Service Term: For subscription agreements – delete if not applicable [One] Year
Service Capacity: _____ <i>[Note: include any limits on usage.]</i> <i>Also, if additional fees will be required for overages, include details here or in fees section above]</i>	
Improvement or Optimization Services: Company will use commercially reasonable efforts to provide Client the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Client shall pay Company the Improvement Fee in accordance with the terms herein. Improvement Services Fee (one-time): \$_____	

(Feel free to modify the form above to match whatever you want to add into the contract below, remove this text)

Website Design Development Agreement

THIS DEVELOPMENT OF WEBSITE DESIGN AGREEMENT, dated Sunday, September 29, 2024 (the "Effective Date"), is between [Your Company name] ("Company"), a [Your State] [type of incorporation, example "Limited Liability Company"], having offices at [your address], and [client name] ("Client") a [state of incorporation and type of incorporation, example: LLC, S-CORP], having offices at [address]. Company and Client are sometimes referred to herein collectively as "Parties" and individually as a "Party."

A. WHEREAS, Company designs websites for use on the Internet's Web;

B. WHEREAS, Client desires Company to design a website for Client;

C. WHEREAS, Client shall pay Company an hourly fee for helping to conceptualize Client's Website and a fixed fee for developing Client's Website;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

AGREEMENT

ARTICLE I. DEFINITIONS.

"*Alpha Version*" means the first test system of Client's Website, which is tested on a computer that is not connected to the Internet.

"*Agreement*" means this written agreement between Company and Client.

"*Beta Version*" means the second test system of Client's Website, which is tested through the Internet by Client.

"*Bug*" means an error in the Website that causes repeated and repeatable malfunctions.

"*CGI*" or "*Common Gateway Interface*" means the standard method of writing computer code to enable an interactive computer program on one Internet server to communicate with users located at remote Internet servers.

"*Derivative Work*" means any modifications made to any computer source code, object code, CGI code or HTML code.

"*Domain Name*" or "*Name*" is the alpha-numeric name associated with Client's Website, Web pages or electronic mail.

"*Hour*" means one hour spent by one Company developer.

"*HTML Code*" means hypertext mark-up language, which is the language commonly used for developing the appearance of websites.

"*Intellectual Property Rights*" means:

- (a) Rights in any patent, copyright, trademark, trade dress, and trade name;
- (b) Related registrations and applications for registration; and

(c) Trade secrets, know-how and goodwill.

"*Internet*" means the global computer network comprising interconnected networks using standard Protocols.

"*Internet Service Provider*" or "*ISP*" means an entity that enables the uploading and downloading of data between remote computers and the Internet.

"*Project Manager*" means one of Client's employees, as may be designed by Client from time to time, who shall be deemed as Client's liaison with Company, and who shall have the power to act as Client's project manager in order to make ongoing decisions under this Agreement which are binding upon Client.

"*Protocols*" means a set of rules that regulate the way data is transmitted between computers and includes the TCP/IP protocols.

"*Web page*" means each individual screen display contained in Client's Website and may consist of more than one data file.

"*Website*" means all Web pages and domain names associated with Client and its products or services, and which are stored on Company's server.

"*Website Hosting Service Provider*" or "*Web host*" means an entity that stores third-party websites on its server, receives or stores commands or data transmitted by Internet users, transmits web page data to users' Internet addresses, and performs related maintenance.

"*World Wide Web*" or "*WWW*" is a subset of the Internet, and is a common system for browsing Internet websites.

ARTICLE II. **WEBSITE DEVELOPMENT.**

2.1. **Design.**

(a) *Preliminary Specification Sheet.* The Parties recognize that Client has previously provided to Company a specification sheet attached as **EXHIBIT A** which graphically and textually illustrates all Web pages that Client wishes to incorporate into its Website, including images and graphics; the functionality Client desires between multiple Web pages, and the functionality Client desires between each Web page and users (the "Preliminary Specification Sheet").

(b) *Modified Specification Sheets.* Company shall prepare a First Modified Specification Sheet by reviewing Client's Preliminary Specification Sheet, consulting with Client in order to make suggested changes and improvements, and drafting a First Modified Specification Sheet. Client shall inspect Company's First Modified Specification Sheet, and shall approve it, reject it or make additional changes. Client and/or Company may make additional subsequent changes, and each resulting Modified Specification Sheet shall be sequentially numbered, and shall not become a Final Specification Sheet in the absence of the Parties' mutual written assent. Company shall assist Client with the preparation of Modified Specification Sheets, and Client shall compensate Company at the rate of one hundred and fifty dollars (\$150.00) per Hour for

Company's preparation of Modified Specification Sheets. Client agrees not to take longer than seven days to accept, reject, or modify the specification sheet.

(c) *Final Specification Sheet.* When the Parties have inscribed any Modified Specification Sheet with the term "Final Specification Sheet," and the Parties have signed it, then Company shall undertake to develop the desired Website according to the specifications contained therein. Client hereby expressly represents that by signing the Final Specification Sheet, the specifications contained therein shall be deemed complete and accurate.

2.2. Coding.

(a) *Method.* Company shall create the code underlying Client's Website in accordance with the Final Specification Sheet, Protocols and CGI.

(b) *Project Management.* The Parties recognize that Client's participation in all phases of the development of the Website is essential. As such, Project Manager shall use his/her best efforts to complete the project on schedule.

(c) *Pre-Final Version Modifications.*

(1) *Modification Method.* During the coding and testing process, Company or Client may propose modifications to Client's Website in writing. Any proposed modification shall be signed by both Parties prior to the performance of any work by Company on such proposed modification.

(2) *Additional Development Time.* Written modifications shall expressly include an additional amount of time, if any, for the development of Client's Website as a result of the accepted modifications, and the delivery schedule shall be delayed by the same amount of time. When such modifications are necessary for Company to continue working on the development project, and when no other coding can be done during the interim, the delivery schedule shall also be delayed by the amount of time between when such modifications are first proposed until the time when they are signed by both Parties.

(3) *No Liability Against Company for Delay.* The types of delay enumerated in (1) and (2) above shall not result in the imposition of any set-off, liquidated damages, penalty or other liability against Company during that additional period of additional development time.

2.3. Schedule.

(a) *Alpha Version.*

(1) *Delivery.* Company shall provide an Alpha Version of Client's Website for Client's testing at Company's facilities within thirty (30) days after delivery of the Final Specification Sheet by Client to Company.

(2) *Testing.* Client shall perform complete testing of all aspects of the Alpha Version within ten (10) days after Company's provision of the Alpha Version.

(3) *Acceptance.* Client shall indicate its acceptance of the Alpha Version in writing, or Client shall make suggested, written modifications which shall be incorporated by Company into Client's Website according to the terms of (c),

above. CLIENT EXPRESSLY WAIVES ANY RIGHT TO REVOKE ACCEPTANCE.

(b) *Beta Version.*

(1) *Delivery.* Company shall host on its Internet server the Beta Version of Client's Website for Client's testing over the Internet within fifteen (15) days after Client's acceptance of the Alpha Version.

(2) *Testing.* Client shall perform complete testing of all aspects of the Beta Version within ten (10) days after Company's provision of the Beta Version.

(3) *Final Acceptance.* Client shall indicate its acceptance of the Beta Version in writing, or Client shall make suggested, written modifications which shall be incorporated by Company into Client's Website according to the terms of (c) above. CLIENT EXPRESSLY WAIVES ANY RIGHT TO REVOKE ACCEPTANCE.

(c) *Final Version.* Company shall deliver Client's completed Website within ten (10) days after Client's Final Acceptance of the Beta Version.

2.4. Deliverables. Company's delivery of Client's Final Version shall consist of Company's posting of Client's Website to Company's Internet server.

2.5. Fees and Payment. Client agrees to pay to Company the amount of the monthly Service Fee for any and all work performed by Company between the time of Client's delivery of the Final Specification Sheet to Company and until the time of Final Acceptance by Client (the "Design Fee"). Monthly Service Fee shall be delivered by Client to Company contemporaneously with Client's endorsement of this Agreement upon signing, and pay to Company the monthly Service Fee stated on the cover sheet to this Agreement, beginning on the date of the execution of this Agreement and continuing thereafter on the first day of each month during the term of this Agreement.. The Design Fee is not consideration for any other services provided by Company to Client, and additional fees shall be paid by Client to Company for other services.

2.6. Modifications Subsequent to Final Acceptance.

(a) *Method.* After Final Acceptance, Client may desire to modify the Website in order to fix Bugs, to conform to the Final Specification Sheet, or to enhance its appeal. Client shall submit its desired modifications in writing to Company, and the parties shall sign the written modification prior to the performance of any modification work by Company; provided, however, that a simple SMS or email message with the writer's signature shall suffice. (E.g. this change was requested – Ryan Postell)

(b) *Time.* For a period of two (2) to twelve (12) months following Final Acceptance, Company shall make necessary and reasonable modifications to Client's Website.

(c) *Additional Fees.*

(1) *Fixing Bugs* Where Client's desired post-Final Acceptance modifications are to fix Bugs, Company shall provide up to three (3) Hours of development time at no additional charge. Additional development work shall be performed by Company, and Client shall pay Company one hundred and fifty dollars (\$150.00) per Hour of additional development time.

(2) *Conformance with Final Specification Sheet.* Where Client's desired post-Final Acceptance modifications are to cause the Website to conform to the Final Specification Sheet.

(3) *Deviations from Final Specification Sheet.* Where Client's desired post-Final Acceptance modifications are to cause its Website to deviate from the Final Specification Sheet ("Improvements"), Company shall be paid by Client at the rate of one hundred and fifty dollars (\$150.00) per Hour for development time for extra services outside of the original agreement, such as additional pages. The Parties agree that Client is not obligated to engage the services of Company for Improvements, and that Company is not obligated to perform work on Improvements.

(d) *Company Not Liable for Caching.* Client expressly recognizes that some ISPs may continue to cache unmodified versions of Client's Website after modifications or Improvements are made, and Client expressly agrees to indemnify and hold Company harmless for any damages caused by such caching.

2.7. Copyright and Intellectual Property Ownership.

(a) Company's Retained Rights.

(1) *Works Created by Company.* The Parties expressly recognize that the Website is not a "work made for hire," that Company is an independent contractor, and that Company is not an employee, partner, joint author or joint venturer of Client. Company shall be deemed the sole author and owner of all CGI, HTML Code, graphics and data, and their attendant Intellectual Property Rights, that are incorporated into the Web site, or incorporated into any work embodying or derived from any portion of the Web site. Company hereby grants, assigns and otherwise transfers non-exclusively and in perpetuity to Client, its successors and its assigns, the right to reproduce the Web site, to prepare derivative works therefrom, to publicly perform or to publicly display the Web site.

(b) Client's Retained Rights.

(1) *Works Created by Client.* Client shall be deemed the author and owner of Client's Domain Name and its attendant Intellectual Property Rights; Client's uniform resource locator, if any, and its attendant Intellectual Property Rights; and any graphics or data provided by Client that are incorporated into the Website or any work embodying or derived from any portion of the Website.

(2) *Reproduction, Derivation, Performance and Display Rights of Company's Works.* Company expressly grants, assigns and otherwise transfers non-

exclusively and in perpetuity to Client, its successors and its assigns, the right to reproduce, make derivative works, publicly perform or publicly display the portions of the Website deemed to be its intellectual property as per paragraph (1). Company does not assign to Client the right to sublicense the portions of the Website deemed to be its intellectual property, nor any portion thereof.

ARTICLE III. **WARRANTIES.**

Company confirms and warrants that:

3.1. Company's Power to Enter Agreement. Company has the right to enter into this Agreement and to grant the rights granted in it.

3.2. Company's Good Faith Performance. Company shall, in good faith, comply with the terms of this Agreement.

3.3. Website Design.

(a) *Company is Sole Creator.* Company is the sole creator of any Websites designed by Company, except for those graphics and data supplied by Client, and that neither Company's work nor entering into this agreement will impair or violate anyone else's Intellectual Property Rights.

(b) *Website Shall Function with Many Browsers.* The Website shall be prepared in a workmanlike manner, and the Website will function in conjunction with properly configured web browsers including, but not limited to, Chrome, Safari, Edge, and Firefox.

ARTICLE IV. **DISCLAIMERS.**

4.1. Warranty Disclaimer. The goods and services provided by Company are provided "AS IS", WITHOUT WARRANTY OF ANY KIND TO CLIENT OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY OR MERCHANTABILITY OF THE COMPUTER PROGRAM; 2) FITNESS FOR A PARTICULAR PURPOSE, LICENSEE'S PURPOSE OR SYSTEM INTEGRATION; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY OF INFORMATIONAL CONTENT; 6) NON-INFRINGEMENT; 7) QUIET ENJOYMENT; 8) TITLE; 9) MARKETABILITY; 10) PROFITABILITY; 11) SUITABILITY; AND/OR 12) ANY TYPE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. CLIENT AGREES THAT ANY EFFORTS BY COMPANY TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY COMPANY WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

4.2. Limitation of Liability. CLIENT FURTHER AGREES THAT COMPANY SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF COMPANY

WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. MODIFICATIONS MADE TO CLIENT'S WEBSITE BY CLIENT OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, Company's liability is limited to the greatest extent permitted by law.

4.3. Company Not Liable for Delays or Defaults. Company shall not be liable for delays or defaults in furnishing goods or services hereunder, if such delays or defaults on the part of Company are due to:

- (a) Acts of God or of a public enemy;
- (b) Acts of the United States or any state or political subdivision thereof;
- (c) Fires, severe weather, floods, earthquakes, natural disasters, explosions or other catastrophes;
- (d) Embargoes, epidemics or quarantine restrictions;
- (e) Shortage of goods, labor strikes, slowdowns, differences with workmen or labor stoppages of any kind;
- (f) Delays of supplier or delay of transportation for any reason;
- (g) Causes beyond the control of Company in furnishing items or services including, but not limited to, breakdown or failure of machinery or equipment, or delay in Client reporting problems or furnishing information or materials.

Acceptance of delivery of goods or services shall constitute a waiver and release of Company by Client for any claim for damages, setoff, discount or other liability on account of delay.

4.4. Third Party Transactions at Client's Peril. The Parties expressly recognize that Company does not operate, control or endorse any information, products or services on the Internet, and that any entities that do offer such information, products or services are not affiliated with Company. Company does not make any express or implied warranties, representations or endorsements TO CLIENT OR ANY THIRD PARTY whatsoever with regard to any information, products or services provided through Company AND OBTAINED OR CONTRACTED OVER the Internet, including, without limitation, warranties of: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT 7) QUIET ENJOYMENT; AND 8) TITLE. Company shall not be liable TO CLIENT OR ANY THIRD PARTY for any cost or damage arising either directly or indirectly from any transaction involving third parties' information, products or services. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, Company's liability is limited to the greatest extent permitted by law.

4.5. Downloading of Data or Files at Client's Peril. The parties expressly recognize that Company cannot and does not guarantee or warrant that files available for downloading through Company will be free of infection, viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Client agrees that it shall be solely responsible for implementing sufficient procedures to satisfy Client's particular requirements for accuracy of data input and output, and for maintaining a means external to Company for the reconstruction of any lost data. The parties also expressly recognize that the Internet contains unedited materials, some of which are unlawful, indecent, or offensive to Client, and access to such materials by Client is done at Client's sole risk.

ARTICLE V. TERMINATION.

5.1. Termination by Company.

(a) *No Cause.* Company reserves the right to, and Client agrees that Company may, terminate any and all services to Client for no cause and without any reason upon thirty (30) days' notice. If the Company terminates the Agreement under this Section (a) prior to the Client's delivery of the Final Specification Sheet, Company shall fully refund the Design Fee paid to Company pursuant to Section 2.5. of the Agreement. If Company terminates the Agreement under this Section (a) after Client's delivery of the Final Specification Sheet but prior to Final Acceptance by Client of the Final Specification Sheet, Client shall be entitled to a pro-rata refund of the Design Fee paid to Company pursuant to Section 2.5. of the Agreement.

(b) *Cause.* Company reserves the right to, and Client agrees that Company may, cancel this Agreement and terminate any and all services to Client immediately, and without prior notice, in the event that Client fails to fulfill any material obligation contained in this Agreement. COMPANY RESERVES THE RIGHT TO USE SELF-HELP TO THE GREATEST EXTENT PERMITTED UNDER THE LAW, INCLUDING, BUT NOT LIMITED TO, ELECTRONIC REMEDIES.

(c) *Refunds.* Under no circumstances will Client be entitled to a refund of payments made; provided, however, that the Company reserves to itself the sole and exclusive discretion to provide refunds to Clients on a case-by-case basis.

5.2. Post-Termination Rights.

(a) *Fees Owed to Company.* After termination by any party for any reason, Company shall retain the right to recover all accrued charges due and owing by Client to Company through the date of termination, and Client agrees that it waives any right it may have against Company to offset fees payable by Client to Company.

(b) *Client's Continued Indemnification.* Client's indemnification of Company under Paragraph (d) above shall survive any termination of this Agreement.

ARTICLE VI. DELEGATION OF DUTIES.

The Parties recognize that Client has retained Company's services for Company's unique development capabilities. As such, Company shall not delegate any of its duties under this Agreement to any other person, entity or sub-contractor.

ARTICLE VII. CONFIDENTIALITY, PRIVACY, SECURITY, NON-COMPETITION AND NON-SOLICITATION.

7.1. Confidentiality, Privacy and Security.

(a) The Parties recognize that each shall come into possession of information that comprises valuable trade secrets and other confidential information ("Confidential Information") which is owned by the disclosing Party. Both Parties expressly recognize that Confidential Information is being conveyed to them under conditions of confidentiality, and agree that they shall not disclose Confidential Information to any third party during the term of this Agreement, and for a period of two (2) years following the termination or expiration of this Agreement. The Parties may, however, disclose Confidential Information only to their employees who need to know Confidential Information in order to assure the Parties' compliance with the other terms and conditions of this Agreement.

(b) The Parties agree to keep Confidential Information in strict confidence and only use the disclosing Party's Confidential Information for purposes of performing its obligations under this Agreement, and shall not otherwise use the information for its own benefit or for the benefit of any third party. The receiving Party shall treat the Confidential Information with at least the degree of care and protection with which it treats its own proprietary and confidential information of a like nature, but in any event with no less than reasonable care and protection. The Parties also shall not use each other's Confidential Information other than as permitted by law, rule, regulation, code provision, policy or procedure, and each Party shall use its best efforts to: (i) cause its agents and employees to be informed of and to agree to be bound by applicable data privacy laws, rules, regulations, codes, policies or procedures; and (ii) maintain physical, electronic and procedural safeguards reasonably designed to protect the confidentiality and integrity of, and to prevent unauthorized access to or use of, Confidential Information.

(c) Confidential Information shall not mean any information that: (a) is known to the receiving Party at the time of disclosure by the disclosing Party; (b) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information; (c) is within, or later falls within, the public domain without breach of this Agreement by the receiving Party; (d) is publicly disclosed with written approval of the disclosing Party; or (e) becomes lawfully known or available to the receiving Party without restriction from a source having the lawful right to disclose the information without breach of this Agreement by the receiving Party. The receiving Party shall have the burden of proof as to establishing by competent evidence any of the exceptions set forth in this Section 7.1.(c). In the event the receiving Party is legally requested or compelled in any form to disclose any of the disclosing Party's Confidential Information, the receiving Party, unless prohibited by applicable law, shall provide the disclosing

Party with prompt written notice of such request, so that the disclosing Party may seek a protective order or pursue other appropriate remedies to protect the confidentiality of its information. If such protective order or other remedy is not obtained, the receiving Party will furnish only that portion of the Confidential Information which the receiving Party, upon the opinion of its counsel, is legally required to furnish.

(d) Upon any termination, cancellation, or rescission of this Agreement, or upon the request of the disclosing Party at any time, the receiving Party shall either (i) surrender and deliver all Confidential Information of the disclosing Party, including all copies thereof; or (ii) destroy the Confidential Information and all copies thereof and certify the destruction to the disclosing Party within one (1) month following the termination or request.

(e) The Parties acknowledges and agree that in the event of a breach or threatened breach of this Article VII., the disclosing Party may not have an adequate remedy at law and shall therefore be entitled to seek to enforce any such provision by temporary or permanent injunctive or mandatory relief obtained in any court without the necessity of proving damages, posting any bond or other security, and without prejudice or diminution of any other rights or remedies which may be available at law or in equity.

(f) Each Party warrants that it shall use all commercially reasonable efforts to ensure that the storage and transmission of Confidential Information and any electronic communications will be secure. Commercially reasonable efforts shall include, but not be limited to: (i) use of user identification and access controls designed to limit access to Confidential Information to permitted users; (ii) industry standard firewalls regulating all data entering the other Party's internal data network from any external source, which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through; (iii) industry standard virus protection programs and techniques to prevent harmful software code from entering the other Party's internal data network or affecting Confidential Information; (iv) external connections to the World Wide Web (the "Internet") will have appropriate security controls including an industry standard intrusion detection and countermeasures system that will detect and terminate any unauthorized activity prior to entering the firewall; and (v) industry standard encryption techniques will be used when Confidential Information is transmitted through the Internet.

7.2. [Reserved.]

7.3. **Non-Solicitation of Employees.** The Parties recognize that the other's employees are uniquely qualified for their jobs, and that the identity of both Parties' employees is Confidential Information. Therefore, the Parties agree that, during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement, neither party shall solicit, directly or indirectly, the employment of, nor employ, any of the other Party's employees.

ARTICLE VIII. REMEDIES.

The failure of either Party to seek relief for the other Party's breach of any duty under this Agreement, shall not waive any right of the non-breaching Party to seek relief for any subsequent breach.

ARTICLE IX. ARBITRATION.

Any dispute concerning the Parties' duties under this Agreement which the Parties cannot resolve within thirty (30) days shall be directed to binding arbitration administered by, and pursuant to the rules of, the American Arbitration Association ("AAA") in the County of [County], in the State of [Your State], with all expenses being shared equally by the Parties. Judgment upon any AAA award may be entered in any court having jurisdiction. Any costs incurred in the enforcement of the arbitration award shall be paid by the Party against whom enforcement is sought.

ARTICLE X. GOVERNING LAW AND JURISDICTION.

The construction, validity and performance of this Agreement shall be governed by, and construed in accordance with, the laws of the State of [State], and the Parties expressly waive its choice of law rules. The Parties agree that venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, this Agreement shall lie in the County of [County], State of [State].

ARTICLE XI. NOTICES.

All notices must be in writing and electronic delivery via email is expressly agreed upon between the parties.

ARTICLE XII. ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral, electronic or in writing, between the Parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the Parties with respect thereto. This Agreement may be amended or modified only in writing, and shall be effective only after affixation of both parties' signatures by authorized representatives.

ARTICLE XIII. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.

ARTICLE XIV. INSURANCE.

Client agrees to obtain and maintain during the term of this Agreement all insurance coverage necessary to guard against all risks of loss that may arise out of, or relating to, this Agreement, including business interruption insurance.

ARTICLE XV. CAPTIONS.

Captions contained in this Agreement are for reference purposes only, and are not intended by either Party to describe, interpret, define, broaden or limit the scope, extent or intent of the Agreement or any of its provisions.

ARTICLE XVI. RELATIONSHIP OF THE PARTIES.

Company and its employees, contractors, and personnel performing any services on behalf of Client under this Agreement are independent contractors and not employees of Client. Neither Party is an agent of the other and neither Party shall have any right or authority to make any contract, sale or other agreement in the name of, or for the account of the other Party, or to make any representation, or to assume, create or incur any obligation or liability of any kind, express or implied, on behalf of the other Party. Each Party will be responsible for any applicable payment and withholdings of any salary, benefits, incentives, and any other compensation or taxes relevant to its personnel. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.

ARTICLE XVII. ASSIGNMENT.

This Agreement and any performance or obligations hereunder may not be assigned or transferred by either Party without the prior written consent of the other Party.

ARTICLE XVIII. FEES AND EXPENSES.

If either Party institutes an action to enforce this Agreement or any of its terms, the prevailing Party shall also be entitled to recover all of its costs, expenses and reasonable attorneys' fees.

ARTICLE XIX. CUMULATIVE REMEDIES; BINDING EFFECT.

Except as otherwise provided herein, if either Party breaches this Agreement, the non-breaching Party shall have the right to assert all legal and equitable remedies available. This Agreement will inure to the benefit of and be binding upon the Parties, their successors, administrators, heirs, affiliates and permitted assigns.

ARTICLE XX. KNOWING CONSENT AND AUTHORITY TO CONSENT.

The Parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory is authorized to enter into this Agreement on behalf of its respective Party.

Your Company Name

Signed: _____ Type your Name

Printed Name: type you name

Title: Member

[Clients Business Name]

Signed: _____

Printed Name: [name]

Title: [title]

EXHIBIT Preliminary Specification Sheet