**WEBSITE DEVELOPMENT AGREEMENT**

This Website Development Agreement (referred to as the "**Agreement**") takes effect on [DATE] (the "**Effective Date**"), by and between [CUSTOMER NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] organized under the laws of [JURISDICTION OF ORGANIZATION], with its main office at [ADDRESS] (**"Customer"**)**,** and [DEVELOPER NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] formed in [JURISDICTION OF ORGANIZATION] with its headquarters at [ADDRESS] ("**Developer"**). In this Agreement, the Customer and the Developer are individually referred to as a "**Party**" and collectively as the "**Parties**".

The Developer has the capability and capacity to provide certain website development services. The Customer desires to retain the Developer to provide the Services, as defined below, and the Developer is willing to perform such Services under the terms and conditions set forth in this Agreement.

In consideration of the mutual promises and commitments contained in this Agreement, along with other valuable consideration acknowledged by both Parties, the Parties hereby agree as follows.

1. **PROVISION OF SERVICES**
   1. This Agreement sets forth the terms under which the Developer will deliver the services (the “**Services**”) to the Customer throughout the Term, in exchange for payment of the applicable Fees. The Services will be provided to the Customer by the Developer on a non-exclusive basis. Accordingly, the Customer will be entitled to obtain services in the nature of the Services from persons other than the Developer, and the Developer will be entitled to provide similar services on behalf of and/or to other customers.
   2. The Services to be provided by the Developer, including their nature and scope, are set forth in the statement of work (the “**Statement of Work**”) attached to this Agreement at Schedule 1 and any future Statement of Work that the Parties enter into. A Statement of Work details the associated fees (the “**Fees**”) for the Services, any anticipated timelines or deadlines for the performance of the Services and any Deliverables (as defined below) resulting from the Services. All Services will be performed in accordance with the standards and guidelines described in this Agreement and the Statement of Work. For the avoidance of doubt, a Statement of Work will only become valid and effective upon signature by the Parties (or their authorized representatives).
   3. The Customer may, at any time during the duration of this Agreement, by written notice to the Developer issue additional instructions, require additional services or waive Services covered by a Statement of Work. The Developer shall, as soon as reasonably practicable following receipt of notice, provide the Customer with full details of any anticipated changes to the Fees or time of performance of the Services. Both Parties shall work together in good faith to agree on any adjustment of price and time of performance, and no change to the Services shall be binding unless and until agreed by the Parties in writing.
   4. In the event of any conflict or inconsistency between the terms of this Agreement and the Statement of Work, the applicable Statement of Work shall prevail (provided such wording is specific to that particular Statement of Work only).
   5. Each Party shall designate a project manager to act as its primary liaison for project-related communications, approvals, and decision-making throughout the Term. Each project manager must have the necessary expertise, experience, and authority to fulfill this role. The Parties' designated project managers are as specified in the Statement of Work. The Parties shall use [commercially reasonable/best] efforts to maintain the same project manager throughout the Term. If a project manager is replaced, the respective Party must promptly notify the other Party in writing of the new appointee.
2. **TERM**

This Agreement is effective from and including the Effective Date and will continue for the period set forth in the Statement of Work (the “**Initial Term**”) and after that for any renewal period (a “**Renewal Term**”) as mutually agreed by both Parties in writing. If no Renewal Term is agreed, this Agreement will automatically terminate at the end of the Initial Term. The Initial Term and any Renewal Term shall, together, as applicable, be defined as the “**Term**”.

1. **DEVELOPER OBLIGATIONS**
   1. The Developer shall:
      1. provide the Services in accordance with the Statement of Work;
      2. perform the Services with the highest level of care, skill and diligence and in accordance with the Developer’s industry, profession or trade;
      3. co-operate reasonably with the Customer in all matters relating to the Services, and comply with the Customer’s reasonable instructions;
      4. develop the Website in accordance with the Specifications. For the purposes of this Agreement, “**Website**” means the website to be developed by the Developer hereunder, and “**Specifications**” means the specification document setting forth the design, content, features, functionality, technical, and other specifications for the website, as attached at Schedule 2 to this Agreement;
      5. provide all Deliverables to the Customer on a timely basis in accordance with the Statement of Work and Milestone Schedule. For the purposes of this Agreement:
         1. “**Deliverables**” means each separately deliverable portion of the Website and the final Website as a whole, each together with the Documentation, and all other work product and other materials that the Developer is required to [or otherwise does] deliver to the Customer [or its designee] hereunder in connection with the Services;
         2. “**Documentation**” means all manuals, instructions, specifications, and other documents and materials, in any medium, that describe the functionality, components, features, or requirements of the Website, including installation, configuration, integration, operation, use, support, or maintenance;
         3. “**Milestone Schedule**” means the schedule set forth in the Statement of Work setting out the dates by which the Parties are required to achieve the Milestones. “**Milestones**” means an event or task described in the Statement of Work for which there is a corresponding date by which it must be completed in the Milestone Schedule;
      6. provide Documentation as requested by the Customer, which must: (i) contain all necessary information to enable the Customer's personnel to install, operate, maintain, and update the Website; and (ii) be delivered in both hard copy and electronic form in the formats specified in the Statement of Work; and
      7. at all times, provide a sufficient number of qualified and skilled personnel (“**Personnel**”) to perform and complete the Services and take all reasonable measures to ensure that all of its Personnel who perform any Services hereunder will comply with the duties and obligations under this Agreement.
   2. Where the Developer engages a Subcontractor under or in connection with this Agreement and/or the Statement of Work, the Developer shall be solely responsible and liable for the acts and omissions of all Subcontractors authorised to perform the Services hereunder. Where the Developer engages a Subcontractor, the Subcontractors performing the Services shall be deemed Personnel for the purposes of this Agreement. In such a case, Section 3.1 shall apply. For the avoidance of doubt, the Developer shall be responsible for the remuneration of the Subcontractor and the Developer will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Subcontractor. For the purposes of this Agreement, “**Subcontractor**” means any third party to which the Developer has delegated any function(s) constituting a part of its Services.
   3. Before assigning any Personnel to perform Services under this Agreement, the Developer shall ensure that all Personnel execute a written agreement [in a form approved by the Customer] binding them to: (i) confidentiality obligations that are at least as protective of the Customer’s information as those contained in this Agreement; and (ii) intellectual property provisions granting the Customer ownership rights over all Work Product, as outlined in this Agreement. For the purposes of this Agreement, “**Work Product**” means the Website and all Deliverables, Documentation, Specification, and other documents, work product, and materials related thereto, that the Developer is required to or otherwise does create or provide to the Customer [or its designee] in connection with the Services.
   4. The Developer shall not incorporate any third-party software, content, or tools into the Website unless:
      1. the materials are expressly approved by the Customer and identified in the Statement of Work ("**Approved Third-Party Materials**"); and
      2. the Developer, at its sole expense, obtains all necessary rights, licenses, and approvals required for the Customer to use the Approved Third-Party Materials perpetually and worldwide.
   5. The Developer shall not integrate any Open Source Components into the Website unless expressly approved by the Customer and listed in the Statement of Work. The Developer must attach a copy of the applicable open-source license for each approved component. For the purposes of this Agreement, “**Open Source Components**” means any software components that are subject to any open source copyright license agreement, including but not limited to any GNU General Public License or GNU Library or Lesser Public License, or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative.
   6. The Developer acknowledges that timely delivery of all Services and Deliverables is critical. All obligations must be fulfilled in strict compliance with the agreed-upon schedules, deadlines, and Milestone Schedule.
2. **DELIVERY, TESTING AND APPROVAL**
   1. Upon completing each Milestone of the Services, the Developer shall provide the Customer with the corresponding Deliverables. The Developer’s obligations include: (i) supplying all software in both object code and fully annotated source code; and (ii) delivering each Deliverable along with complete and accurate Documentation. A Deliverable shall not be considered delivered until the Developer has provided all required elements under this Section 4.
   2. Upon receipt of a Deliverable:
      1. the Customer shall have [NUMBER] days ("**Testing Period**") to review and test the Deliverable to confirm compliance with the Specification and accompanying Documentation;
      2. if the Customer determines that a Deliverable does not meet the required specifications:
         1. the Customer shall issue a written notice detailing the deficiencies ("**Non-Acceptance Notice**"); and
         2. upon receiving a Non-Acceptance Notice, the Developer shall, at its own expense, correct all deficiencies and re-submit the Deliverable within [NUMBER] days, following the process outlined in Schedule 3.
   3. The process described in Sections 4.2.1 and 4.2.2 shall continue until the Deliverable meets the acceptance criteria, except that if the Developer: (i) fails to correct and re-submit a Deliverable within the required timeframe; or (ii) fails more than once to remedy the same deficiency, the Customer may, at its discretion: (a) treat such failure as an incurable material breach and terminate this Agreement; or (b) accept the Deliverable with its deficiencies, subject to a reasonable reduction in Fees to reflect its diminished value.
   4. Once the Customer confirms that a Deliverable meets the required specifications, it shall provide written notice of acceptance. If the Customer does not issue a Non-Acceptance Notice within the Testing Period, the Deliverable shall be deemed accepted. Acceptance of any Deliverable shall remain subject to final integration testing as outlined in Section 4.5.
   5. Even after initial acceptance of individual Deliverables, the Customer reserves the right to conduct final integration testing upon delivery of the completed Website. This additional testing ensures that all Deliverables function together as a unified system. The Developer shall correct any deficiencies identified during integration testing, subject to the same correction and acceptance procedures set forth in Section 4.2.
3. **CUSTOMER OBLIGATIONS**
   1. The Customer shall:
      1. promptly provide the Developer with all information, assistance, materials and resources that the Developer may reasonably require from time to time in connection with the supply of the Services and the performance of the Developer’s obligations under this Agreement;
      2. ensure that all information which it provides to the Developer is accurate, adequate and complete; and
      3. pay all undisputed Fees in consideration of the Services under the terms and conditions of this Agreement.
4. **FEES AND PAYMENT**
   1. The Fees are set forth in the Statement of Work. All amounts payable under this Agreement exclude any sales tax, use tax, or other similar taxes, duties, or government-imposed charges. The Customer is responsible for paying any such taxes in addition to the Fees, at the applicable rate and in the manner required by law.
   2. Unless otherwise stated in the Statement of Work, the Fees for the Services will be invoiced upon the completion of the Services.
   3. All payments shall be made in U.S. dollars (USD) via wire transfer in cleared funds to the bank account designated by the Developer. The Developer may update its payment instructions upon written notice to the Customer.
   4. If there is a disagreement or dispute regarding the amount due on an invoice, the Parties shall make good faith efforts to reach a mutually acceptable resolution. Any agreed adjustment shall be reflected in a revised invoice issued by the Developer, allowing the Customer to fulfill its payment obligations accordingly.
5. **REPRESENTATIONS AND WARRANTIES**
   1. Each Party represents and warrants that:
      1. it has the full legal right, power, and authority to execute, deliver, and perform its obligations under this Agreement, and has taken or will take all necessary actions to do so; and
      2. its performance of this Agreement constitutes legally binding obligations and will not result in: (i) a breach or default under any agreement or commitment to which it is a party or by which it is bound; or (ii) a violation of any applicable law, regulation, court order, or government directive.
   2. The Developer represents and warrants that:
      1. the Work Product, including the Website and all Deliverables, as delivered by the Developer, will not: (i) infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any third party; and (ii) will comply with all applicable laws;
      2. in performing the Services hereunder, it will comply with all applicable laws;
      3. when delivered, the Website and all Deliverables will not contain: (i) any virus, trojan horse, worm, backdoor, malware, or other software the effect of which is to permit unauthorized access or to disable, erase, corrupt, or otherwise harm any computer, systems, or software; or (ii) any time bomb, drop dead device, or other software designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive the Customer of its lawful right to use the Website and Deliverable; and
      4. when delivered and for [NUMBER] [months/year] following the Customer's final acceptance of the Website, the Website and all Deliverables will be, and will function, in all respects in conformity with this Agreement, the Specification and Documentation. If any non-conformity is discovered during such warranty period, the Developer shall promptly remedy such non-conformity at Developer's sole cost and expense.
6. **THIRD PARTY INTELLECTUAL PROPERTY INDEMNITY**
   1. The Developer shall indemnify, defend, and hold harmless the Customer, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all losses, liabilities, damages, claims, demands, suits, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys’ fees and litigation costs) (collectively, “**Losses**”) incurred by or awarded against any Indemnified Party arising out of or in connection with any claim, suit, action, or proceeding (each, a “**Claim**”) brought by a third party alleging that:
      1. the Website, any Deliverables, or any other materials, content, software, or technology provided by the Developer under this Agreement, or the Customer’s use of the same as permitted under this Agreement, infringes, misappropriates, or otherwise violates any Intellectual Property Right, including patents, copyrights, trademarks, trade secrets, or moral rights of any third party; or
      2. the Developer’s performance of its obligations under this Agreement results in the unauthorized use, disclosure, or misappropriation of a third party’s confidential information or proprietary rights.
7. **RELATIONSHIP BETWEEN THE PARTIES**
   1. The Developer is engaged as an independent contractor and shall not, at any time, be considered an employee of the Customer. This Agreement does not establish a partnership, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither Party has the authority to act on behalf of or bind the other in any capacity.
   2. The Developer and any of its Personnel shall not be entitled to participate in any benefits, compensation plans, or employment-related programs available to the Customer's employees, including but not limited to those mandated by employment laws or workplace policies.
8. **INTELLECTUAL PROPERTY RIGHTS**
   1. Unless otherwise stated in this Agreement, each Party retains all rights, title and interest in and to its Background Materials. For the purposes of this Agreement, “**Background Materials**” means all Intellectual Property Rights that are owned by or licensed to either Party prior to the earlier of: (i) the Effective Date of this Agreement; (ii) the commencement of the Services; or (iii) developed by that Party during the Term of, but outside the scope of, this Agreement and any Statement of Work.
   2. Where the Customer provides the Developer with any materials and/or tools under this Agreement for the provision of the Developer’s obligations, the Customer grants to the Developer a personal, non-exclusive, royalty-free, revocable, non-sublicensable and non-transferable license to use such materials and/or tools for such purposes.
   3. Notwithstanding any other terms of this Agreement, the Developer and its licensors shall retain ownership of all its Background Materials in and to the Deliverables and Work Product, and nothing in this Agreement shall transfer ownership of such Background Materials to the Customer. Notwithstanding the foregoing, the Developer grants to the Customer a personal, royalty-free, non-exclusive, irrevocable, perpetual, sublicensable and transferable license to use such Background Materials for the proper enjoyment and use of the Deliverables and Work Product in accordance with this Agreement.
   4. The Developer shall:
      1. assign (including by way of present assignment of future rights) with full title guarantee all such Intellectual Property Rights in and to the Deliverables and Work Product to the Customer absolutely (the “**Assigned Rights**”), including all rights to: (i) bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement or any other cause of action (including passing off) arising from ownership of the Assigned Rights whether occurring before, on or after the date of this Agreement; (ii) apply for registered rights or protection of the Assigned Rights in any country in the world; (iii) claim priority in the Assigned Rights; and (iv) any extensions, renewals or amendments of the Assigned Rights;
      2. irrevocably and unconditionally waive in favour of the Customer any and all moral rights conferred on the Developer under the laws now or in future in force in any part of the world in the Deliverables and Work Product; and
      3. do all such things and execute or procure the execution of all such documents as may be necessary to achieve, perfect or confirm the assignment and waiver referred to in Section 10.4, to the extent such costs are borne by the Customer. For the purposes of this Agreement, “**Deliverables**” means any work product, materials, software, documentation, designs, data or other tangible results that are created, developed, produced or delivered by the Developer during the provision of the Services under this Agreement and the applicable Statement of Work, and “**Intellectual Property Rights**” means: (i) patents, registered trademarks, registered designs, applications and rights to apply for any of those rights; (ii) unregistered trademarks, copyright, topography rights, database rights, moral rights, know-how, rights in designs and inventions, discovery or process, and applications for and rights to apply for any of the foregoing; (iii) trade, business and company names, domain names and email addresses; (iv) rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise); (v) the goodwill attaching to any of the aforementioned rights; and (vi) any forms of protection of a similar nature and having equivalent or similar effect to any of them; in all the above cases, throughout the world, including countries which currently exist or are recognised in the future.
9. **CONFIDENTIALITY**
   1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 11; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
   2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 11, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, consultants, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
   3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
   4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
10. **LIMITATION OF LIABILITY**
    1. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES THE CUSTOMER’S LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY THAT CANNOT LEGALLY BE LIMITED OR EXCLUDED.
    2. SUBJECT TO SECTIONS 12.1 AND 12.3, AND SAVE AS OTHERWISE OUTLINED IN THIS AGREEMENT, THE CUSTOMER’S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (INCLUDING ALL ASSOCIATED SCHEDULES), WHETHER UNDER CONTRACT, INDEMNITY, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED 100% OF THE TOTAL FEES PAID BY THE CUSTOMER TO THE DEVELOPER IN THE 12-MONTH PERIOD IN WHICH THE CLAIM AROSE.
    3. IN NO EVENT SHALL THE CUSTOMER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL LOSS (INCLUDING ANY LOSS OF PROFIT, LOSS OF BUSINESS OR CONTRACTS, LOST PRODUCTION OR OPERATION TIME, LOSS OF GOODWILL OR ANTICIPATED SAVINGS, BUT ONLY TO THE EXTENT ANY SUCH LOSSES ARE INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS) HOWEVER ARISING (WHETHER FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE), WHETHER OR NOT SUCH LOSS WAS FORESEEABLE OR IF THE PARTY WHICH WOULD OTHERWISE BE LIABLE FOR SUCH LOSS WAS ADVISED OF ITS POSSIBILITY.
11. **TERMINATION**
    1. The Customer may terminate this Agreement, or any Statement of Work, at any time for convenience, upon written notice. In such case, Developer shall deliver all completed and partially completed Work Product and cease further work. The Customer shall only be responsible for payment of work satisfactorily completed up to the termination date.
    2. Either Party may terminate this Agreement or any Statement of Work immediately (or subject to such period of notice as the terminating Party may elect) by written notice to the other Party, if the other Party:
       1. is in material or persistent breach of any of its obligations under this Agreement or a Statement of Work and has failed to remedy that breach within thirty (30) calendar days (or such longer period as the Parties may agree in writing) of being notified of the same in writing by the terminating Party;
       2. is unable to pay its debts as they become due within the meaning of applicable U.S. bankruptcy laws;
       3. becomes insolvent or an order is made, or a resolution passed, for the administration, winding-up, or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction); or
       4. has an administrative or other receiver, manager, liquidator, administrator, trustee, or other similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally.
12. **CONSEQUENCES OF TERMINATION**
    1. Termination of an individual Statement of Work in accordance with the terms of this Agreement by either Party will not serve to terminate this Agreement as a whole or any other Statement of Work which may exist at that time between the Parties under this Agreement, which will continue in full force and effect unless and until otherwise terminated.
    2. Upon the date of termination or expiry of this Agreement for whatever reason:
       1. all Services shall terminate;
       2. all Fees owed by the Customer to the Developer shall become due and payable;
       3. any provision that expressly or impliedly continues beyond termination shall remain in effect; and
       4. all other rights and obligations shall immediately cease, without prejudice to any rights, obligations, claims (including claims for damages for breach), or liabilities that have accrued prior to the date of termination or expiry.
    3. Within twenty (20) calendar days after the date of termination or expiry, and except as required by applicable law:
       1. the Recipient shall cease all use of the Discloser’s Confidential Information;
       2. all Confidential Information (including copies and extracts), along with any property, documents, materials, and tools provided by the Discloser, shall either be returned to the Discloser or, upon written request, destroyed and rendered unreadable; and
       3. the Recipient shall destroy or permanently erase (if technically feasible without incurring excessive expense or undue effort) all documents and records (in any format) created by or on behalf of the Recipient that use, concern, or are based on the Discloser’s Confidential Information (“**Records**”).
    4. Notwithstanding the above provision, the Discloser acknowledges and agrees that the Recipient may retain the Discloser’s Confidential Information and/or Records which it has to ensure compliance with any applicable law, or to satisfy the requirements of any regulatory authority or body of competent jurisdiction or which it is required to retain for insurance, accounting or taxation purposes, provided any Confidential Information and/or records which is kept after the date of termination or expiry for any of the aforementioned reasons shall not be used in the ordinary course of business or any other commercial purposes, and must be stored in an encrypted, non-production environment and shall continue to be subject to the confidentiality requirements contained herein for as long as such information is retained by the Recipient. Section 11 will continue to apply to retained Confidential Information and Records, which may only be used for such purposes.
13. **NOTICES**
    1. Any notice or other communication given under or in connection with this Agreement will be in writing, in the English language (or any other language expressly agreed between the Parties), marked for the attention of the specified representative of the Party to be given notice, and must be: (i) sent to that Party’s address by pre-paid mail delivery service providing guaranteed next Business Day delivery and proof of delivery; or (ii) sent by email to that Party’s email address. For the purposes of this Agreement, “**Business Day**” means a day that is not a Saturday, Sunday or public holiday in [INSERT].
    2. The address, email address and representative for each Party are set out below and may be changed by that Party giving at least thirty (30) calendar days’ notice in accordance with this Section 15:

|  |  |
| --- | --- |
| **For [INSERT PARTY]:** |  |
| Address: | [INSERT] |
| Email addresses: | [INSERT] |
| For the attention of: | [INSERT] |
|  |  |
| **For [INSERT PARTY]:** |  |
| Address: | [INSERT] |
| Email address: | [INSERT] |
| For the attention of: | [INSERT] |

* 1. Any notice given in accordance with Section 15.1 will be deemed to have been served: (i) if given as set out in Section 15.1(i), at 9.00am on the second Business Day after the date of posting; and (ii) if given as set out in Section 15.1(ii), at the time of sending the email (except that if an automatic electronic notification is received by the sender within four (4) hours after sending the email informing the sender that the email has not been delivered to the recipient or that the recipient is out of the office, the email will be deemed not to have been served), provided that if notice is served before 9.00am on a Business Day, it will be deemed to be served at 9.00am on that Business Day and if it is served on a day which is not a Business Day or after 5.00pm on a Business Day, it will be deemed to be served at 9.00am on the immediately following Business Day.
  2. For the purposes of this Section 15, references to time of day are to the time of day at the address of the recipient Party as referred to in Section 15.2 and references to Business Days are to normal working days in the territory in which such address is situated.
  3. To provide service of a notice it will be sufficient to prove that the provisions of this Section 15 were complied with.

1. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the Parties concerning its subject matter and supersedes all prior and contemporaneous agreements, representations, and warranties, whether written or oral.

1. **AMENDMENT**

Any modification, amendment, or supplementation to this Agreement must be in writing and signed by both Parties.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity shall not affect any other provision of the Agreement, nor shall it invalidate or render unenforceable that provision in any other jurisdiction.

1. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same document.

1. **RIGHTS OF THIRD PARTIES**

No person other than the Developer and the Customer shall have any rights under this Agreement. The terms of this Agreement or any part of it may be varied, amended, or modified, or this Agreement may be suspended, canceled, or terminated by a written Agreement between the Parties, or this Agreement may be rescinded (in each case) without the consent of any third party.

1. **WAIVER**

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. Any waiver shall not be deemed a waiver of any other failure, breach, or default not expressly identified. A Party's failure to exercise, or delay in exercising, any right under this Agreement does not constitute a waiver of that right, nor does any partial exercise of a right preclude further exercise of that right or any other rights.

1. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Tennessee, without regard to any principles of conflict of laws. Any legal action, suit, or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of the State of Tennessee, and each Party irrevocably consents to the exclusive jurisdiction of such courts. The Parties waive any objections related to improper venue or the doctrine of forum non conveniens.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

[NAME OF PARTY]

By:

Name:

Title:

[NAME OF PARTY]

By:

Name:

Title:

**SCHEDULE 1**

**STATEMENT OF WORK**

[INSERT DETAILS OF STATEMENT OF WORK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Statement of Work:

[NAME OF PARTY]

By:

Name:

Title:

[NAME OF PARTY]

By:

Name:

Title:

**SCHEDULE 2**

**SPECIFICATION**

[INSERT DETAILS OF SPECIFICATION]

**SCHEDULE 3**

**REVIEW AND APPROVAL PROCESS**

[INSERT PROCESS FOR REVIEW AND APPROVAL]